

Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of then-current reasonably anticipated 2P PDP volumes, for each month during the first 12 months following the date of determination 45 days after the Closing Date (the “**Initial Measurement Period**”) and (b) 25% of the then-current reasonably anticipated 2P PDP volumes for each month during the six months immediately following the Initial Measurement Period and (ii) thereafter, the Borrower and Subsidiary Guarantors will maintain, as tested on a semi-annual basis on June 30 and December 31 of each year, hedging contracts with Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for the 12 months following the date of determination and (b) 25% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for months 13-18 following the date of determination; provided that reasonably anticipated 2P PDP volumes shall be as set forth in the most recently delivered Reserve Report and all such hedging contracts shall be at market prices at the time entered into; provided, further, that, notwithstanding anything to the contrary set forth above, if the Genovesa and/or Troika TA-3 well has come online on or prior to the date that is 45 days after the Closing Date, the volumes associated with such well, as applicable, shall be treated as PDP.

**RESERVE REPORT  
REQUIREMENTS:**

The Borrower must deliver, on a quarterly basis as of the last day of each fiscal quarter and (i) for the first three fiscal quarters, on or prior to the date on which the compliance certificate relating to such quarter is required to be delivered and (ii) for the fourth fiscal quarter, on or prior to the date that is 90 days after fiscal quarter end, to the First Lien Exit Facility Agent a reserve report in form and substance reasonably satisfactory to the First Lien Exit Facility Agent of the Loan Parties’ proved oil and gas properties (each, a “**Reserve Report**”) prepared and certified by the Borrower’s internal petroleum engineers; provided that at least one Reserve Report per fiscal year shall be prepared or audited by an independent third party reserve engineer (if audited, covering a minimum percentage to be agreed of the value of the Loan Parties’ proved oil and gas properties (the “**Minimum Percentage**”)) reasonably acceptable to the First Lien Exit Facility Agent. In addition, upon the request of the First Lien Exit Facility Agent in its sole discretion, the Borrower shall deliver to the First Lien Exit Facility Agent a third-party audit of the most recently delivered Reserve Report which is reasonably acceptable to the First Lien Exit Facility Agent and covers the Minimum Percentage (i) once upon request during any calendar year if no event of default has occurred and is continuing under any of the First Lien Exit Facility Documents or (ii) at any time so requested if an event of default has occurred and is continuing under any of the First Lien Exit Facility Documents.

**NEGATIVE COVENANTS:**

The First Lien Exit Facility Documents will contain usual and customary negative covenants for the Borrower and its restricted subsidiaries, including, without limitation, limitations on liens, debt, fundamental changes, dispositions, restricted payments, investments, prepayments of junior indebtedness, amendments to organizational documents and material contracts in a manner materially adverse to any Loan Party or the First Lien

Term Lenders, changes in nature of business, no foreign subsidiaries (other than the Closing Date Unrestricted Subsidiary and its subsidiaries), changes in fiscal year, burdensome agreements, transactions with affiliates, gas imbalances, take or pay arrangements, marketing of production and deposit accounts and to include a passive holding company covenant for NewCo, subject to thresholds, exceptions and materiality qualifiers to be agreed, but to include the following:

(i) with respect to limitations on indebtedness, baskets permitting (a) the Second Lien Exit Facility and any permitted refinancing thereof, (b) purchase money or capital lease indebtedness in an amount not to exceed \$10.0 million at any time outstanding, (c) indebtedness incurred in connection with the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects not to exceed \$80.0 million, provided that such indebtedness is (x) not recourse to any Loan Party and (y) on terms acceptable to the First Lien Exit Facility Agent in its sole discretion, (d) indebtedness incurred by a Qualified Receivables Subsidiary in a Qualified Receivables Financing (to be defined, but to include customary limitations, terms and conditions to be agreed) that is not recourse to any Loan Party (which shall not constitute “indebtedness” for any calculation under the First Lien Exit Facility Documents), (e) letters of credit with a face amount not in excess of \$50.0 million and (f) general unsecured debt not to exceed \$10.0 million at any time outstanding;

(ii) with respect to limitations on liens, baskets permitting (a) liens on debt permitted to be incurred as described in clauses (i)(a), (i)(b) (limited to the assets subject to such indebtedness), (i)(c) (limited to liens on the new equipment so financed), (i)(d), and (i)(e) (limited to liens on cash collateral) above, and (b) liens securing debt (other than debt for borrowed money) not to exceed \$10.0 million;

(iii) with respect to limitations on dispositions, a basket permitting (a) dispositions of the Loan Parties’ investment in Mexico, (b) dispositions of assets constituting PDP, PDNP and related infrastructure assets in an amount not to exceed \$30.0 million during the term of the First Lien Exit Facility, (c) transfer of accounts receivable and related assets in connection with a Qualified Receivables Financing, (d) transfers of assets among Loan Parties and (e) dispositions of other assets in an amount not to exceed \$100.0 million during the term of the First Lien Exit Facility, so long as, in each case, (x) 85% of the consideration therefor is in the form of cash and cash equivalents, (y) no event of default shall have occurred and be continuing and (z) the notice and mandatory prepayment provisions are complied with;

(iv) with respect to limitations on distributions, a basket permitting (a) tax distributions, (b) payment of other customary corporate and overhead items and (c) distributions of receivables in connection with a Qualified Receivables Financing;

(v) with respect to limitations on investments, baskets permitting (a) investments in joint ventures, so long as no event of default shall exist or result therefrom and the aggregate amount of such investments shall not

exceed \$5.0 million in any fiscal year, (b) acquisitions of additional oil and gas properties, (c) investments in the Borrower and Subsidiary Guarantors, (d) so long as no event of default shall exist or result therefrom, investments in the Closing Date Unrestricted Subsidiary and its subsidiaries to fund capital calls required pursuant to the organizational documents of Fieldwood Mexico B.V., which investments shall not exceed, in any fiscal year, the sum of (1) an amount equal to G&A reimbursements received in cash by the Loan Parties from the Closing Date Unrestricted Subsidiary during such fiscal year and (2) \$5.0 million (provided that the amount pursuant to this clause (2) shall be \$10.0 million for the fiscal year ending December 31, 2021), (e) investments in or by a Qualified Receivables Subsidiary or other investments, in each case, in connection with a Qualified Receivables Financing and (f) other investments and acquisitions in an amount not to exceed \$20.0 million in the aggregate at any time outstanding; and

(vi) with respect to limitations on prepayments of junior indebtedness, a basket for a prepayment of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement once in respect of each fiscal quarter, commencing upon the Variable Amortization Trigger Date, in an amount not to exceed 25% of the amount of Consolidated Excess Cash as of the last day of such fiscal quarter so long as (a) the aggregate principal amount of First Lien Term Loans outstanding under the First Lien Exit Facility shall be less than \$80.0 million, (b) after giving effect to such payment, the pro forma First Lien Leverage Ratio of the Borrower and Subsidiary Guarantors shall be less than 0.5:1.00, (c) any such prepayments of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement shall be subject to and accompanied by a dollar-for-dollar prepayment of First Lien Term Loans, (d) no event of default has occurred and is continuing immediately prior to or after giving effect to such prepayment of indebtedness and (e) such prepayment of indebtedness is made within 5 business days following the end of such fiscal quarter.

The First Lien Exit Facility Documents shall also include limitations on commodity swap arrangements, including that:

(i) they are limited to a maximum duration of 60 months;

(ii) shall cover notional volumes of not more than, at the time such swap agreement is entered into, for each calendar month 85% of reasonably anticipated production from proved developed producing reserves of crude oil, natural gas and natural gas liquids (calculated separately), as set forth in the most recently delivered Reserve Report; provided that, if, after the end of any calendar quarter, commencing with the first calendar quarter ending after the Closing Date, the Borrower determines that the aggregate weighted average of the notional volumes of all swap agreements in respect of commodities for such calendar quarter (other than basis differential swaps on volumes already hedged pursuant to other swap agreements) exceeded 100% of actual production of hydrocarbons in such calendar quarter, then the Borrower (i) shall promptly notify the First Lien Exit Facility Agent of such determination and (ii) shall, within 45 days of such determination, terminate (only to the extent such terminations are permitted pursuant to the asset sale and hedge unwind negative covenant), create off-setting positions,

or otherwise unwind or monetize (only to the extent such unwinds or monetizations are permitted pursuant to the asset sale and hedge unwind covenant) existing swap agreements such that, at such time, future hedging volumes will not exceed 100% of reasonably anticipated projected production for the then-current and any succeeding calendar quarters; and

(iii) all purchased put options or price floors for hydrocarbons shall be excluded for purposes of the foregoing volume limitations on commodity swap arrangements.

#### FINANCIAL COVENANTS:

Financial covenants shall consist of the following to be tested quarterly as of the last day of each fiscal quarter:

(i) a Maximum Ratio of Total Net Debt (as defined below) to EBITDA (as defined below) of 2.25:1.00 (the “**Total Net Leverage Ratio**”); and

(ii) a minimum asset coverage ratio of at least 2.25:1.00 (the “**Minimum Asset Coverage Ratio**”) (with “**Asset Coverage Ratio**” to be defined in a manner to be agreed, but in any event to be the ratio of (a) total 2P Producing PV-10 of the Loan Parties plus solely through and including the last day of the fiscal quarter ending September 30, 2021, the PV-15 attributable to the Genovesa and Troika TA-3 wells (which thereafter shall only be included to the extent comprising 2P Producing wells), in each case as set forth in the most recently delivered Reserve Report, plus the present value (positive or negative) of the mark-to-market commodity hedge positions at the time of the most recently delivered Reserve Report discounted at 10% per annum, less the present value of the estimated plugging and abandonment costs of the Borrower and Subsidiary Guarantors’ wells and any related assets at such time, discounted at 10% per annum (provided such estimated costs and timing assumptions shall be consistent with historical practices and otherwise reasonably acceptable to the First Lien Exit Facility Agent) plus any PDNP or PDBP which is capable of producing without incurring any additional capital as well as any PDNP previously included as PDP reserves and anticipated to be returned to PDP within (1) two months of the delivery of the reserve report so long as any capital required to return to production is incorporated in the PV-10 values and (2) within three to ten months of the delivery of the reserve report so long as (A) any capital required to return to production is incorporated in the PV-10 values and (B) the total amount of this clause (a) that is attributable to such reserves described in this sub-clause (2) does not exceed more than 10% of such total amount (calculated prior to giving effect to the additions of reserves described in this sub-clause (2)); provided that appropriate deductions shall be made for severance and ad valorem taxes, and for operating, gathering, transportation, marketing costs and other costs required for the production and sale of such oil and gas properties to (b) the outstanding balance of the First Lien Term Loans as of such last day of such fiscal quarter net of Consolidated Excess Cash; provided that for purposes of calculating total 2P Producing PV-10 (and the PV-15 attributable to the Genovesa and Troika TA-3 wells, if and when applicable) the price deck and mark-to-market hedge valuation shall utilize the average NYMEX strip calculated during the 30 calendar days preceding the “as of” date of the most recently delivered Reserve Report (held flat after year 5 at

the average 5th year prices) and including basis differentials determined by the Borrower in a manner consistent with historical and customary industry practices, such differentials being subject to the approval of the First Lien Exit Facility Agent).

As used herein, “**Total Net Debt**” means (a) the sum of (without duplication) all debt consisting of Capitalized Lease Obligations (to be defined), all reimbursement obligations (whether contingent or otherwise) in respect of letters of credit (other than to the extent fully cash collateralized or to the extent in respect of undrawn letters of credit with an aggregate face amount not in excess of \$25.0 million), debt for borrowed money and debt evidenced by notes, loan agreements, debentures, indentures or similar instruments, disqualified capital stock, accounts payable and liabilities in respect of obligations to pay the deferred purchase price of any assets or services (to the extent greater than 60 days past due, unless disputed in good faith), and any of the foregoing debt of other persons in the amount secured by a lien on the assets of the Borrower or any Subsidiary Guarantor or in the amount guaranteed by the Borrower or any Subsidiary Guarantor, in each case, of the Borrower or any Subsidiary Guarantor on such date (other than intercompany indebtedness) and, to the extent appearing on the balance sheet of the Borrower, determined on a consolidated basis in accordance with GAAP (provided that (x) the amount of any Capitalized Lease Obligations or any such debt issued at a discount to its face value shall be determined in accordance with GAAP and (y) permitted indebtedness incurred in connection with a the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects shall be excluded from the definition of Total Net Debt) less (b) the amount that (i) all unrestricted cash on hand of the Borrower and Subsidiary Guarantors (to the extent held in deposit accounts subject to control agreements with the First Lien Exit Facility Agent as secured party) exceeds (ii) \$50,000,000.

As used herein, “**EBITDA**” means, of the Borrower and the Subsidiary Guarantors, for any period, the sum of Consolidated Net Income (to be defined, but which shall, in any event, (x) include adjustments for gains and/or losses with respect to hedge unwinds over the applicable period covered by such unwound hedges and (y) include proceeds of any payments from BP related to the Isabela transaction) for such period plus the following expenses or charges to the extent deducted from consolidated net income in such period: interest, income taxes, depreciation, depletion, amortization, exploration expenses, actual costs and expenses of the Loan Parties incurred in connection with the Restructuring Transactions, other noncash charges, and losses from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), minus (x) all gains from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), (y) all general and administrative expenses during such period to the extent such expenses were not deducted from consolidated net income in such period (e.g. capitalized general and administrative expenses) and (z) all noncash income, in each case to the extent added to consolidated net income in such period; provided, however, that for the purposes of calculating EBITDA for any period of four consecutive fiscal quarters

(each, a “**Reference Period**”), if during such Reference Period the Loan Parties shall have made a material disposition or material acquisition (with materiality thresholds to be agreed in the definitive documentation), EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such disposition or acquisition by the Loan Parties occurred on the first day of such Reference Period with such pro forma adjustments being determined in good faith by a financial officer of the Borrower and reasonably acceptable to the First Lien Exit Facility Agent. EBITDA for the first three fiscal quarters following the Closing Date will be annualized on a building basis (i.e. first full quarter multiplied by four, first two fiscal quarters multiplied by 2 and first three fiscal quarters multiplied by 4/3).

The First Lien Exit Facility Documents will permit equity cures not more than two times (non-consecutively) per four fiscal quarter period and not more than three times over the life of the First Lien Exit Facility, provided that the proceeds of such equity cure are used to repay First Lien Term Loans in order for the Borrower to be in compliance with the applicable financial covenant.

#### **EVENTS OF DEFAULT:**

The First Lien Exit Facility Documents shall contain usual and customary events of default (with customary thresholds and grace periods) for financings of this type, including without limitation: nonpayment of principal, interest, fees or other amounts when due (with a 3 business day grace period for interest, fees and other non-principal amounts); failure to perform affirmative covenants (with exceptions and grace periods to be agreed), negative covenants and the Financial Covenants (and the affirmative covenants to provide notice of default or maintain the Borrower’s corporate existence); any representation or warranty incorrect in any material respect when made or deemed made; cross-default to the Second Lien Exit Facility and other indebtedness having an aggregate principal amount in excess of \$10.0 million; bankruptcy or insolvency proceedings of any Loan Party (with a 60-day grace period for involuntary events); final non-appealable monetary judgments to the extent not covered by indemnities or insurance in an amount in excess of \$10.0 million; ERISA events, subject to material adverse effect; invalidity of any guarantee or the First Lien Exit Facility Agent’s lien under the security documents; and change of control.

#### **SECOND LIEN INTERCREDITOR AGREEMENT:**

Usual and customary including:

- (i) 180 day standstill;
- (ii) identical (subject to conforming changes) collateral and security instruments (to be based on first lien security documents);
- (iii) automatic release of second liens upon release of same collateral by First Lien Exit Facility Agent (to the extent such collateral was permitted to be sold under the Second Lien Exit Facility documentation); and
- (iv) second lien holders prohibited from contesting or proposing a DIP financing (subject to a DIP cap to be agreed) without consent of First Lien Exit Facility Agent except that (a) they may propose a DIP financing that would repay the First Lien Exit Facility in full in cash and (b) they may



propose a DIP financing that is junior in priority to the First Lien Exit Facility in the event that the First Lien Term Lenders have declined to propose a DIP financing or failed to timely propose a DIP financing (such timing to be agreed in the intercreditor agreement).

**VOTING:**

Amendments, waivers and other modifications to the First Lien Exit Facility Documents shall require the consent of First Lien Term Lenders holding more than 50.0% of First Lien Term Loans (the “**Required Lenders**”); provided, however, that in the event that at any time there are two or more unaffiliated First Lien Term Lenders, the consent of at least two First Lien Term Lenders shall be required for Required Lenders.

Certain amendments, waivers and other modifications shall require the consent of all First Lien Term Lenders, including, without limitation, reduction to the interest rate, extension of maturity, extension or waiver of scheduled repayments, reduction of principal, increasing a commitment, alteration of the pro rata application of repayments, amending or waiving voting or funding conditions, the First Lien Exit Facility Agent’s indemnification, releasing substantially all Collateral or Guarantors, subordinating the obligations under the First Lien Exit Facility or the liens on the Collateral (in each case, subject to customary exceptions) and consenting to the assignment or transfer of the Borrower’s obligations under the First Lien Exit Facility Documents (except in connection with a transaction expressly permitted or not prohibited thereby).

**TAXES, RESERVE REQUIREMENTS AND INDEMNITIES:**

All payments are to be made free and clear of any taxes, subject to usual and customary exceptions.

The Loan Parties will indemnify the First Lien Term Lenders against all increased costs of capital resulting from reserve requirements or otherwise imposed, in each case subject to customary increased costs, capital adequacy and similar provisions to the extent not taken into account in the calculation of ABR or Adjusted LIBOR.

**ASSIGNMENTS:**

Customary and appropriate provisions relating to assignments and participations by the First Lien Term Lenders; provided that the Borrower shall have the right to consent to any assignment by a First Lien Term Lender (such consent not to be unreasonably withheld, conditioned, or delayed) unless (a) an event of default has occurred and is continuing or (b) such assignment is to another First Lien Term Lender, an affiliate of any First Lien Term Lender or an “approved fund”.

**INDEMNIFICATION; EXPENSES:**

Customary and appropriate provisions relating to indemnity, expense reimbursement and related matters in a form reasonably satisfactory to the First Lien Exit Facility Agent, with standards consistent with those set forth on **Annex A** to the Commitment Letter to which this **Annex B** is attached.

**CHOICE OF LAW; JURISDICTION:**

The First Lien Exit Facility Documents will be governed by and construed in accordance with the laws of the State of New York. The Loan Parties will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York and shall waive any right to trial by jury.

**COUNSEL TO THE FIRST LIEN EXIT FACILITY**

Vinson & Elkins LLP

**AGENT:**



**EXHIBIT A**

Part A: Approved Cash Management and Treasury Services Providers

Capital One, National Association and its affiliates

Part B: Approved Hedge Counterparties

J. Aron & Company LLC and its affiliates

Morgan Stanley Capital Group Inc. and its affiliates

Shell Trading Risk Management, LLC and its affiliates

Macquarie Bank Limited and its affiliates

BP Energy Company and its affiliates

Annex C

Plan

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:** § **Chapter 11**  
§  
**FIELDWOOD ENERGY LLC, et al.,** § **Case No. 20-33948 (MI)**  
§  
**Debtors.<sup>1</sup>** § **(Jointly Administered)**  
§

**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

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*Attorneys for Debtors  
and Debtors in Possession*

Dated: March 24, 2021  
Houston, Texas

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## **ARTICLE I. DEFINITIONS AND INTERPRETATION.**

### **1.1 Definitions.**

The following terms shall have the respective meanings specified below:

**363 Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

**Abandoned Properties** means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

**Accepting Class** means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

**Ad Hoc Group of Secured Lenders** means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

**Ad Hoc Group of Secured Lenders Advisors** means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

**Ad Hoc Group of Prepetition SLTL Lenders** means that certain ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of Prepetition SLTL Advisors.

**Ad Hoc Group of Prepetition SLTL Lenders Advisors** means only Kasowitz Benson Torres LLP.



***Additional Predecessor Agreement*** means any consensual agreement that the Debtors may enter into prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties.

***Additional Predecessor Agreement Documents*** means any agreements or documents contemplated by and necessary to the consummation of an Additional Predecessor Agreement.

***Administrative Expense Claim*** means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims and Postpetition Hedge Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

***Allowed*** means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

***Amended Organizational Documents*** means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

***Apache*** means Apache Corporation.

**Apache Definitive Documents** has the meaning set forth in the Apache Implementation Agreement.

**Apache Fees and Expenses** has the meaning set forth in the Apache Implementation Agreement.

**Apache Implementation Agreement** means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

**Apache Implementation Costs** has the meaning ascribed to “Implementation Costs” in the Apache Implementation Agreement.

**Apache PSA Parties** means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**Apache Term Sheet** has the meaning set forth in the Restructuring Support Agreement.

**Asset** means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

**Assumption Dispute** means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

**Avoidance Actions** means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

**Backstop Commitment Premium Equity Interests** means the Second Lien Backstop Commitment Premium Equity Interests, the FLTL ERO Backstop Commitment Premium Equity Interests, and the SLTL ERO Backstop Commitment Premium Equity Interests.

**Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

**Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court

is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

**Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

**Chapter 11 Case(s)** means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

**Claims Reserve** means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Priority Non-Tax Claims, (iv) Allowed Other Secured Claims, (v) Allowed Unsecured Trade Claims, and (vi) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding

of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

***Claims Reserve Amount*** means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

***Class*** means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

***Collateral*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

***Confirmation Order*** means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

***Confirmation Outside Date*** means May 10, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***Consenting Creditors*** means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

***Credit Bid Acquired Interests*** has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Assumed Liabilities*** has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Consent Rights*** means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

***Credit Bid Permitted Encumbrances*** has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Purchase Agreement*** means that certain Purchase and Sale Agreement, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser and NewCo, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders; *provided* that any modifications to the Credit Bid Purchase Agreement from the version attached to the draft of the Disclosure Statement at Docket No. 1022 shall require the consent of the Prepetition FLFO Administrative Agent (not to be unreasonably withheld with respect to the following clauses (b) and (e)) to the extent that such modification (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the the draft of the Disclosure Statement at Docket No. 1022 that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders.

***Credit Bid Purchaser*** means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors’ assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

***Credit Bid Preferential Purchase Rights*** has the meaning ascribed to “Preferential Right” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Transaction*** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

***Credit Bid Transaction Closing*** means “Closing” as defined in the Credit Bid Purchase Agreement.

***Creditors’ Committee*** means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

***Cure Amount*** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease

and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

**Cure Notice** means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

**D&O Policy** means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

**Debtor(s)** has the meaning set forth in the introductory paragraph of the Plan.

**Debtor in Possession** means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

**Decommissioning Agreement** means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

**Decommissioning Security** has the meaning set forth in the Apache Implementation Agreement.

**Definitive Documents** has the meaning set forth in the Restructuring Support Agreement.

**DIP Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

**DIP Claim** means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

**DIP Documents** has the meaning set forth in the DIP Order.

**DIP Facility** means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

**DIP Facility Credit Agreement** means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments,



restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

**DIP Lenders** means the lenders from time to time party to the DIP Facility Credit Agreement.

**DIP Order** means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

**Disclosure Statement** means the disclosure statement in support of the Plan, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, (ii) reasonably acceptable to the Creditors' Committee solely for matters relating to the treatment of holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) reasonably acceptable to the Prepetition FLFO Administrative Agent, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

**Disputed** means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

**Distribution Date** means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

**Distribution Record Date** means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

**Divisive Merger** means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.



**Effective Date** means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

**Entity** means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

**Equity Rights Offerings** means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

**ERO Backstop Agreements** means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

**ERO Backstop Parties** means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

**Estate(s)** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Existing Equity Interests** means shares of common stock of FWE Parent that existed immediately before the Effective Date.

**Exit Facilities** means the First Lien Exit Facility and the Second Lien Exit Facility.

**Exit Facility Agents** means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

**Exit Facility Documents** means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

**Exit Facility Lenders** means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

**Fee Claim** means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

**Fieldwood U.A. Interests** has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

**Final Order** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**First Lien Exit Facility** means the facility under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Agent** means the administrative agent under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Commitment Letter** means that certain commitment letter, in form and substance acceptable to the Required DIP Lenders, the Requisite FLTL Lenders, the Debtors, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC and the First Lien Exit Facility Agent, as may be amended, supplemented, or modified from time to time, pursuant and subject to the terms thereof, pursuant to which, among other things, GS Bank (as defined therein) agreed to act as the sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility and to commit to provide First Lien Exit Facility in accordance with the terms and conditions set forth therein.

**First Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Documents** means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Lenders** means the lenders party to the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Term Sheet** means a term sheet attached to the First Lien Exit Facility Commitment Letter and to be attached to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the consent of the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**FLFO Claims** means all Claims arising from or based upon the Prepetition FLFO Credit Agreement.

**FLFO Claims Allowed Amount** means the aggregate principal amount of \$138,599,082.31 plus any accrued and unpaid interest (accruing at the default rate to the extent provided under the Prepetition FLFO Credit Agreement), fees, costs, and other expenses arising under, and payable pursuant to, the Prepetition FLFO Credit Agreement on or before the Effective Date, which shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination, counterclaims, cross claims, defenses, disallowance, impairments, or any other challenges under applicable law or regulation by any Entity. Notwithstanding the foregoing, on the Effective Date any amount accrued pursuant to Section 2.08(b) of the Prepetition FLFO Credit Agreement and any amounts accrued in respect of Yield Maintenance Premium or any Prepayment Fee (each as defined in the Prepetition FLFO Credit Agreement), if any, shall be deemed discharged, released, and waived by all holders of Allowed FLFO Claims and the FLFO Claims Allowed Amount shall not be increased on account of such amounts as a result of such discharge, release, and waiver.

**FLFO Distribution Amount** means Cash in the amount of the FLFO Claims Allowed Amount less the initial aggregate principal amount of the First Lien Exit Facility, as set forth in the First Lien Exit Facility Commitment Letter.

***FLTL Claims*** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

***FLTL Claims Allowed Amount*** means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

***FLTL Deficiency Claim*** means any FLTL Claim or portion thereof that is not Secured, if any.

***FLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed FLTL Claims is entitled to receive FLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the FLTL Equity Rights Offering Amount in accordance with the FLTL Equity Rights Offering Procedures, the terms and conditions of which shall be (i) acceptable to the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, and (iii) reasonably acceptable to the Requisite SLTL Lenders solely to the extent that it directly and adversely impacts the holders of Allowed SLTL Claims.

***FLTL Equity Rights Offering Amount*** means \$20,000,000.

***FLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the FLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***FLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the FLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the FLTL ERO Backstop Parties agreed to, among other things, backstop the FLTL Equity Rights Offering with the terms and conditions set forth therein.

***[FLTL ERO Backstop Commitment Percentage]*** has the meaning set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium]*** means a premium equal to 8% of the FLTL Equity Rights Offering Amount payable to the FLTL ERO Backstop Parties with the FLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium Equity Interests]*** means an amount of New Equity Interests equal to the value of the FLTL ERO Backstop Commitment Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**FLTL ERO Backstop Parties** means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

**FLTL Subscription Rights** means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[**FLTL Unsubscribed Shares** has the meaning set forth in the FLTL ERO Backstop Agreement].

**FWE I** means an entity formed on the Effective Date by Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Plan of Merger.

**FWE I LLC Agreement** means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

**FWE I Assets** has the meaning set forth in the Plan of Merger.

**FWE I Obligations** has the meaning set forth in the Plan of Merger.

**FWE I Sole Manager** has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

**FWE III** means the surviving entity under the name Fieldwood Energy III LLC following the Divisive Merger pursuant to the Plan of Merger.

**FWE III LLC Agreement** means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

**FWE III Assets** has the meaning set forth in the Plan of Merger.

**FWE III Obligations** has the meaning set forth in the Plan of Merger.

**FWE Assets** means, collectively, the FWE I Assets and FWE III Assets.

**FWE Parent** means Debtor Fieldwood Energy Inc.

**General Unsecured Claim** means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

**GUC Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

**GUC Warrants** means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

**Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

**Impaired** means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

**Indemnification Obligation** means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

**Initial Distribution** means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

**Initial Distribution Date** means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

**Intercompany Claim** means any Claim against a Debtor held by another Debtor.

**Intercompany Interest** means an Interest in a Debtor other than any Existing Equity Interest.



**Interest** means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**Management Incentive Plan** means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

**New Equity Interests** means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

**New Intercreditor Agreement** means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**NewCo** means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

**NewCo Entities** means, collectively, NewCo and each of its direct and indirect subsidiaries.

**NewCo Organizational Documents** means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders’ or stockholders’ agreement, which shall be (i) acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders and (ii) (a) if NewCo or any of its subsidiaries are to be formed in a jurisdiction outside of the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent or (b) if NewCo or any of its subsidiaries are to be formed in a jurisdiction within the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent solely to the extent that it directly and adversely impacts the holders of Allowed FLFO Claims or First Lien Exit Facility Lenders.

**New Money Consideration** means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.



**New Money Investment** means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Second Lien Backstop Commitment Letter.

**New Money Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

**New Money Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

**New Money Warrants** means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the Subscription Rights, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Warrants and GUC Warrants and any New Equity Interest issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Second Lien Backstop Commitment Letter.

**Other Secured Claim** means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

**Person** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

**Petition Date** means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Administrator** means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

**Plan Administrator Agreement** means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

**Plan Administrator Expense Reserve** means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

**Plan Administrator Expense Reserve Amount** means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

**Plan Distribution** means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

**Plan of Merger** means that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

**Plan of Merger Consent Rights** means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

**Plan of Merger Preferential Purchase Rights** means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

**Plan Settlement** means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

**Plan Supplement** means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

**Postpetition Hedging Agreements** has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

**Postpetition Hedge Claim** means a Claim arising pursuant to any Postpetition Hedging Agreement.

**Post-Effective Date Debtors** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

**Post-Effective Date FWE Parent** means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

**Prepetition Agents** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, and the Prepetition SLTL Agent.

**Prepetition FLFO Administrative Agent** means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Advisors** means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Opportune LLP, and any local or foreign advisors.

**Prepetition FLFO Collateral Agent** means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Credit Agreement** means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLFO Lenders** means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

**Prepetition FLFO Loans** means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition FLFO Secured Parties** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

**Prepetition FLTL Administrative Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

**Prepetition FLTL Credit Agreement** means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLTL Lenders** means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

**Prepetition FLTL Loans** means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition SLTL Administrative Agent** means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

**Prepetition SLTL Credit Agreement** means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition SLTL Lenders** means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

**Prepetition SLTL Loans** means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

**Principal FLFO Amount** has the meaning set forth in Section 4.3.

**Priority Non-Tax Claim** means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

**Priority Tax Claim** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

**Pro Rata Share** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

**Professional Person(s)** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

**Professional Fee Escrow** means an escrow account established and funded pursuant to section 2.2 of the Plan.

**Professional Fee Escrow Amount** means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

**Released Parties** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Releasing Parties** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Required DIP Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite FLFO Lenders** means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

**Requisite FLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite SLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Residual Distributable Value** means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all



fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

***Restructuring*** means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

***Restructuring Expenses*** means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, and (iii) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders.

***Restructuring Support Agreement*** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

***Restructuring Transactions*** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger effectuated pursuant to the Plan of Merger.

***Schedule of Abandoned Properties*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory

contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Assumed Contracts*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

***Schedule of FWE I Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE III Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Purchased Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedules*** means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

***Second Lien Backstop Commitment Letter*** means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

***Second Lien Backstop Commitment Premium*** means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

***Second Lien Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment Premium as further set forth in the Second Lien Backstop Commitment Letter; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.



**Second Lien Backstop Party** has the meaning set forth in the Second Lien Backstop Commitment Letter.

**Second Lien Exit Facility** means the facility under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Agent** means the administrative agent under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Documents** means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Term Sheet** means the term sheet filed with the Disclosure Statement, as may be amended from time to time with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Prepetition FLFO Administrative Agent and First Lien Exit Facility Agent.

**Secured** means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

**Security** means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

**SLTL Claims** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

***SLTL Claims Allowed Amount*** means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

***SLTL Deficiency Claim*** means any SLTL Claim or portion thereof that is not Secured, if any.

***SLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed SLTL Claims is entitled to receive SLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the SLTL Equity Rights Offering Amount in accordance with the SLTL Equity Rights Offering Procedures, the terms and conditions of which shall be reasonably acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent.

***SLTL Equity Rights Offering Amount*** means \$20,000,000.

***SLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the SLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***SLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the SLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the SLTL ERO Backstop Parties agreed to, among other things, backstop the SLTL Equity Rights Offering with the terms and conditions set forth therein[; *provided that*, the form of the [Equity Backstop Commitment Agreement] attached hereto as Exhibit [•] shall be deemed acceptable to the Debtors, the Required DIP Lenders, Requisite FLTL Lenders and Requisite SLTL Lenders [and reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent].]

[***SLTL ERO Backstop Commitment Percentage*** has the meaning set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium*** means a premium equal to 8% of the SLTL Equity Rights Offering Amount payable to the SLTL ERO Backstop Parties with the SLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the SLTL ERO Backstop Commitment Premium as further set forth in the SLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL ERO Backstop Parties*** means those parties that agree to backstop the SLTL Equity Rights Offering pursuant to the SLTL ERO Backstop Agreement, each in its respective capacity as such.

***SLTL Subscription Rights*** means the subscription right to acquire New Equity Interests with an aggregate value equal to the SLTL Rights Offering Amount offered in accordance with the SLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL Tranche 1 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 1 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 1 Warrants*** means 8-year warrants for 25% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and GUC Warrants, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Tranche 2 Warrants and any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the SLTL Tranche 1 Warrant Agreement.

***SLTL Tranche 2 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 2 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 2 Warrants*** means 8-year warrants for 32.50% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants, the SLTL Tranche 1 Warrants, and the GUC Warrants (excluding any adjustment or true-up of the GUC Warrants as described in the definition thereof), but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,585,200,000, the terms of which shall be set forth in the SLTL Tranche 2 Warrant Agreement.

[***SLTL Unsubscribed Shares*** has the meaning set forth in the SLTL ERO Backstop Agreement].

**SLTL Warrants** means, collectively, the SLTL Tranche 1 Warrants and the SLTL Tranche 2 Warrants.

**Specified Administrative Expense Claims** means Administrative Expense Claims other than (a) Administrative Expense Claims that are to be assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement; (b) Cure Amounts; and (c) Fee Claims, Restructuring Expenses, any fees and expenses payable pursuant to sections 2.3 and 2.4 of this Plan, any fees and expenses payable or reimbursable by the Debtors or Post-Effective Date Debtors pursuant to the Second Lien Backstop Commitment Letter, Credit Bid Purchase Agreement, or First Lien Exit Facility Commitment Letter (including termination fees, if any), Apache Fees and Expenses and Apache Implementation Costs, and Statutory Fees.

**Standby Loan Agreement** has the meaning set forth in the Apache Implementation Agreement.

**Standby Credit Facility Documents** has the meaning set forth in the Apache Implementation Agreement.

**Statutory Fees** means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

**Subordinated Securities Claim** means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

**Subscription Rights** means, collectively, the FLTL Subscription Rights and SLTL Subscription Rights.

**Tax Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Toggle Amount** means \$35,000,000 or such higher amount as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**Toggle Date** has the meaning set forth in Section 5.2(c).

**Toggle Motion** has the meaning set forth in Section 5.2(c)(i).

**Trade Agreement** means a trade agreement entered into or to be entered into between the Debtors, [a NewCo Entity], and a Trade Creditor that will be provided by the Debtors to each Trade Creditor and that provides for, among other things, waiver of any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim, and an agreement by such Trade Creditor to continue to provide post-Effective Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

**Trade Creditor** means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

**Unimpaired** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

**Unsecured Trade Claim** means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

**U.S. Trustee** means the United States Trustee for Region 7.

**Voting Deadline** means April 26, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

## **1.2 Interpretation; Application of Definitions; Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

## **1.3 Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

#### **1.4 Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the First Lien Exit Facility Commitment Letter, the First Lien Exit Facility Commitment Letter shall control. In the event of an inconsistency between the Plan and the Second Lien Backstop Commitment Letter, the Second Lien Backstop Commitment Letter shall control. The provisions of the Plan, the First Lien Exit Facility Commitment Letter, the Second Lien Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between (a) any provision of the Plan, the First Lien Exit Facility Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, or (b) any provision of the Plan, the Second Lien Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

#### **1.5 Certain Consent Rights**

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

### **ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

#### **2.1 Treatment of Administrative Expense Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of



business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## 2.2 Treatment of Fee Claims.

(a) Final Fee Applications. All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) Professional Fee Escrow Amount. All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) Professional Fee Escrow. If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.



(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

### **2.3 Treatment of DIP Claims.**

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

### **2.4 Payment of Fees and Expenses Under DIP Order.**

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

### **2.5 Treatment of Priority Tax Claims.**

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser) as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in

writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.6 Restructuring Expenses.**

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

## **2.7 Postpetition Hedge Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

### ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

#### 3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

#### 3.2 Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

#### 3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

| <u>Class</u> | <u>Type of Claim or Interest</u> | <u>Impairment</u> | <u>Entitled to Vote</u> |
|--------------|----------------------------------|-------------------|-------------------------|
| Class 1      | Other Secured Claims             | Impaired          | Yes                     |
| Class 2      | Priority Non-Tax Claims          | Unimpaired        | No (Presumed to accept) |
| Class 3      | FLFO Claims                      | Impaired          | Yes                     |
| Class 4      | FLTL Claims                      | Impaired          | Yes                     |
| Class 5      | SLTL Claims                      | Impaired          | Yes                     |
| Class 6A     | Unsecured Trade Claims           | Impaired          | Yes                     |
| Class 6B     | General Unsecured Claims         | Impaired          | Yes                     |
| Class 7      | Intercompany Claims              | Unimpaired        | No (Presumed to accept) |
| Class 8      | Subordinated Securities Claims   | Impaired          | No (Deemed to reject)   |
| Class 9      | Intercompany Interests           | Unimpaired        | No (Presumed to accept) |
| Class 10     | Existing Equity Interests        | Impaired          | No (Deemed to reject)   |

### **3.4 Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### **3.5 Separate Classification of Other Secured Claims.**

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

### **3.6 Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

### **3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

### **3.8 Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 1, 3, 4, 5, 6A, and 6B are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 2, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

### 3.9 Cramdown.

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### 3.10 No Waiver.

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

## ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

### 4.1 Class 1: Other Secured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Impaired. Holders of Allowed Other Secured Claims are entitled to vote on the Plan.

### 4.2 Class 2: Priority Non-Tax Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in

each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

#### 4.3 **Class 3: FLFO Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.

(b) **Impairment and Voting:** FLFO Claims are Impaired. Holders of Allowed FLFO Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

#### 4.4 **Class 4: FLTL Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:

- (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and
- (ii) the FLTL Subscription Rights.

(b) **Impairment and Voting:** FLTL Claims are Impaired. Holders of Allowed FLTL Claims are entitled to vote on the Plan.



(c) **Allowance:** The FLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the FLTL Claims Allowed Amount.

#### 4.5 **Class 5: SLTL Claims.**

(d) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:

- (iii) the SLTL Warrants; and
- (iv) the SLTL Subscription Rights.

(e) **Impairment and Voting:** SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(f) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the SLTL Claims Allowed Amount.

#### 4.6 **Class 6A: Unsecured Trade Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:

- (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or
- (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.

(b) **Impairment and Voting:** Unsecured Trade Claims are Impaired. Holders of Unsecured Trade Claims are entitled to vote on the Plan.

#### 4.7 **Class 6B: General Unsecured Claims.**

(c) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of:

- (i) the GUC Warrants; and



(ii) any Residual Distributable Value.

(b) **Impairment and Voting:** General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote on the Plan.

**4.8 Class 7: Intercompany Claims.**

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

**4.9 Class 8: Subordinated Securities Claims.**

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

**4.10 Class 9: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

**4.11 Class 10: Existing Equity Interests.**

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.

#### **4.12 Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

### **ARTICLE V. MEANS FOR IMPLEMENTATION.**

#### **5.1 Plan Settlement; Compromise and Settlement of Claims, Interests, and Controversies.**

Subject to approval by the Bankruptcy Court in connection with confirmation of the Plan, the provisions of the Plan and other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Debtors, the Consenting Creditors and the Creditors' Committee of claims, Causes of Action and controversies among such parties, including all potential claims, Causes of Action and controversies related to the Challenge Period (as defined in the DIP Order) and any Challenge under the DIP Order, and are in consideration of the value provided to the Estates by the Consenting Creditors, including the value being provided to holders of Unsecured Trade Claims and General Unsecured Claims pursuant to Sections 4.6 and 4.7 hereof. The Plan shall be deemed a motion to approve the Plan Settlement and the good faith compromise and settlement of all of the claims, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. For the avoidance of doubt, nothing in this Plan or the Disclosure Statement shall require the Creditors' Committee to take or refrain from taking any action that it determines in good faith would be inconsistent with its fiduciary duties under applicable law. Notwithstanding the foregoing, the Creditors' Committee acknowledges that its entry into the Plan Settlement and its support for this Plan is consistent with its fiduciary duties.

Further, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

#### **5.2 Credit Bid Transaction; Confirmation Outside Date.**

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise

elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything herein to the contrary, upon the occurrence of the Toggle Date, if the transactions under the Toggle Motion (i) (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment or recovery of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the transaction under this Plan that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, and (ii) are not (a) reasonably acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(b) or (e), or (ii) acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(a),(c), or (d), then all rights of the Prepetition FLFO Secured Parties set forth in the Prepetition FLFO Credit Agreement and related documents to object to the Toggle Motion on any grounds are expressly preserved, and all of the Prepetition FLFO Secured Parties' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Toggle Motion.

(e) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

### 5.3 Equity Rights Offerings.

(a) On the Effective Date, the Debtors shall consummate the Equity Rights Offerings.

(b) [FLTL Equity Rights Offering. The FLTL Equity Rights Offering shall be fully backstopped by the FLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the FLTL ERO Backstop Agreement. The right to participate in the FLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the FLTL ERO Backstop Agreement. In accordance with the FLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the FLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [FLTL ERO Backstop Commitment Percentage] of the [FLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the Equity Rights Offering, the FLTL ERO Backstop Parties shall receive, among other things, the FLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the FLTL ERO Backstop Agreement.]

(c) [SLTL Equity Rights Offering. The SLTL Equity Rights Offering shall be fully backstopped by the SLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the SLTL ERO Backstop Agreement. The right to participate in the SLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the SLTL ERO Backstop Agreement. In accordance with the SLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the SLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [SLTL ERO Backstop Commitment Percentage] of the [SLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the SLTL Equity Rights Offering, the SLTL ERO Backstop Parties shall receive, among other things, the SLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the SLTL ERO Backstop Agreement.]

### 5.4 New Equity Interests.

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

### **5.5 NewCo Organizational Documents**

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

### **5.6 New Money Warrants, SLTL Warrants and GUC Warrants**

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

### **5.7 Plan of Merger**

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I and FWE III pursuant to the terms of the Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I and the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III. Immediately after the effective time of the Divisive Merger as provided in the Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations and (ii) FWE III will be the FWE III Assets and FWE III Obligations.

(b) All of the membership interests of FWE I and FWE III shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation or FWE III Obligation.



## 5.8 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

## 5.9 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;
- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
- (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
- (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

- (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
- (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
- (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
- (xix) close the Chapter 11 Cases pursuant to Section 5.25 of this Plan.

(c) *Board of Directors and Officers.*

- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
- (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit

Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

#### **5.10 Plan Funding.**

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility), the New Money Consideration, and the proceeds of the Equity Rights Offerings.

#### **5.11 The Exit Facilities**

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), the First Lien Exit Facility Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including any payments under the First Lien Exit Facility Commitment Letter)), and the Second Lien Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Second Lien Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to, without further notice to the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit

Facility Documents, each as applicable, and incur and pay any fees and expenses in connection therewith, and (ii) make any act or take any action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized, but not required, to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such liens or security interests.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

## **5.12 Apache Definitive Documents.**

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

### **(b) FWE I Sole Manager**

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.

- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

### **5.13 Abandonment of Certain Properties**

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

### **5.14 Establishment of Claims Reserve.**

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment), Allowed Unsecured Trade Claims, and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts shall constitute Residual Distributable Value.

### **5.15 Plan Administrator Expense Reserve.**

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit



Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

**5.16 Continued Corporate Existence; Effectuating Documents; Further Transactions.**

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended Organizational Documents or other applicable corporate governance documents, the Apache Definitive Documents, any Additional Predecessor Agreement Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved; (v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or

delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

### **5.17 Corporate Action.**

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

### **5.18 Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all

agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, or pledge agreements; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

#### **5.19 Cancellation of Certain Existing Security Interests.**

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics’ or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the

Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

#### **5.20 Intercompany Interests; Corporate Reorganization.**

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

#### **5.21 Restructuring Transactions.**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

#### **5.22 Liquidating Trust.**

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to

Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

### **5.23 Securities Exemptions.**

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims, Allowed SLTL Claims, and General Unsecured Claims, as applicable, under Article IV of this Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The New Equity Interests, the Subscription Rights, the SLTL Warrants, and GUC Warrants issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by



section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

#### **5.24 Closing of Chapter 11 Cases.**

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

### **ARTICLE VI. DISTRIBUTIONS.**

#### **6.1 Distributions Generally.**

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.



## **6.2 No Postpetition Interest on Claims.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

## **6.3 Date of Distributions.**

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

## **6.4 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

## **6.5 Distributions after Effective Date**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

## **6.6 Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.

### **6.7 Unclaimed Property.**

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

### **6.8 Satisfaction of Claims.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

### **6.9 Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

### **6.10 De Minimis Cash Distributions.**

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.

**6.11 No Distribution in Excess of Amount of Allowed Claim.**

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

**6.12 Allocation of Distributions Between Principal and Interest.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

**6.13 Setoffs and Recoupments.**

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

**6.14 Withholding and Reporting Requirements.**

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to

facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

#### **6.15 Claims Paid by Third Parties.**

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

#### **6.16 Claims Payable by Third Parties.**

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.

### 7.1 Allowance of Claims.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

### 7.2 Claims Objections.

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

### 7.3 Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

#### **7.4 Adjustment to Claims Register Without Objection.**

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

#### **7.5 Time to File Objections to Claims.**

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

#### **7.6 Disallowance of Claims.**

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

#### **7.7 Amendments to Claims.**

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

#### **7.8 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

#### **7.9 Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.



### **7.10 Claims Resolution Procedures Cumulative.**

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

## **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

### **8.1 General Treatment.**

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between

the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

## **8.2 Determination of Cure Amounts and Deemed Consent.**

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance

of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

### **8.3 Rejection Damages Claims.**

**In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.**

#### **8.4 Survival of the Debtors' Indemnification Obligations.**

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

#### **8.5 Insurance Policies.**

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

#### **8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

## **8.7 Reservation of Rights.**

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## **ARTICLE IX. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.**

### **9.1 Conditions Precedent to Effective Date.**

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

- (a) the Plan Supplement has been filed;
- (b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;
- (c) the Definitive Documents shall be (i) consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement [and (ii) acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent solely to the extent provided and consistent with their consent and approval rights as set forth in this Plan;
- (d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;

(f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;

(g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(i) the conditions precedent to the effectiveness of the First Lien Exit Facility Commitment Letter shall have been satisfied or duly waived in writing;

(j) the conditions precedent to the effectiveness of the Second Lien Backstop Commitment Letter shall have been satisfied or duly waived in writing;

(k) the conditions precedent to the effectiveness of the FLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing;

(l) the conditions precedent to the effectiveness of the SLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing

(m) the conditions precedent to the effectiveness of the First Lien Exit Facility (as determined in the First Lien Exit Facility Documents and the First Lien Exit Facility Commitment Letter) shall have been satisfied or duly waived in writing and the First Lien Exit Facility Lenders and the First Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(n) the conditions precedent to the effectiveness of the Second Lien Exit Facility (as determined in the Second Lien Exit Facility Documents and the Second Lien Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Second Lien Exit Facility Lenders and the Second Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(o) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;

(p) the Equity Rights Offerings shall have been consummated;

(q) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;



(r) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(s) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(t) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

## **9.2 Waiver of Conditions Precedent.**

(a) With the prior written consent of the Required DIP Lenders, the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties; *provided, further*, that a waiver of any of the conditions precedent to the occurrence of the Effective Date in Section 9.1 above shall also require the prior written (i) consent of the Prepetition FLFO Administrative Agent and the Exit First Lien Agent for all conditions precedent other than Section 9.1(d),(r), and (s) and (ii) reasonable consent for the conditions precedent in Section 9.1(r) and (s); *provided, further*, that a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(l), (p) and (t) shall also require the prior written consent of the Requisite SLTL Lenders. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

### **9.3 Effect of Failure of a Condition.**

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

## **ARTICLE X. EFFECT OF CONFIRMATION.**

### **10.1 Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

### **10.2 Vesting of Assets.**

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests (other than any and all Liens securing the FLFO Claims or the obligations under the First Lien Exit Facility). Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

### **10.3 Discharge of Claims Against and Interests in Debtors.**

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on

Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

#### **10.4 Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### **10.5 Injunction Against Interference With Plan.**

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

## 10.6 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

## 10.7 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED

PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.



ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR



ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND

CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

### **10.10 Subordinated Securities Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

### **10.11 Retention of Causes of Action and Reservation of Rights.**

(a) Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(b) Notwithstanding Section 10.11(a), on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

### **10.12 Ipso Facto and Similar Provisions Ineffective.**

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

### **10.13 Indemnification and Reimbursement Obligations.**

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the

Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

## **ARTICLE XI. RETENTION OF JURISDICTION.**

### **11.1 Retention of Jurisdiction.**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;
- (c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;
- (e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;
- (f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person

or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;



(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

Notwithstanding anything in this Article XI to the contrary, as of the Effective Date, the Exit Facility Documents and any other documents related thereto, including the New Intercreditor Agreement, shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS.**

### **12.1 Payment of Statutory Fees**

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

### **12.2 Exemption from Certain Transfer Taxes.**

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

### **12.3 Request for Expedited Determination of Taxes.**

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

### **12.4 Dates of Actions to Implement Plan.**

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

### **12.5 Amendments.**

(a) Plan Modifications. Subject to (i) the consent rights set forth in the Restructuring Support Agreement, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with (i) the consent of the Required DIP Lenders, and the Requisite FLTL Lenders, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to (i) the consent of the Required DIP Lenders and the Requisite FLTL Lenders and (ii) the applicable consent rights of the Prepetition FLFO Administrative Agent, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement or the First Lien Exit Facility Commitment Letter, as applicable, through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

### **12.6 Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date

as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

#### **12.7 Severability.**

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

#### **12.8 Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

#### **12.9 Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

#### **12.10 Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

### **12.11 Entire Agreement.**

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

### **12.12 Computing Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

### **12.13 Exhibits to Plan.**

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

### **12.14 Notices.**

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors*

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP

450 Lexington Avenue  
New York, NY 10017  
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]  
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Post-Effective Date Debtors*

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

**12.15 Reservation of Rights.**

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors

with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

**12.16 Dissolution of Creditors' Committee.**

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

*[Remainder of Page Intentionally Left Blank]*



## Annex D

### Additional Termination Events<sup>1</sup>

Any of the following shall occur (unless otherwise consented to in writing by GS Bank):

(a) the failure of the Debtors to file the Plan before the hearing to consider approval of the Disclosure Statement;

(b) the Plan is withdrawn, amended, or otherwise modified so as to be inconsistent with the consent rights in this Commitment Letter, the First Lien Exit Facility Term Sheet, or the Plan;

(c) any of the Debtors files, announces, or commits in writing to any party (i) its intention not to support the Plan or pursue the Restructuring Transactions or (ii) its intention to support an alternative restructuring proposal or sale which would, without the consent of GS Bank (which, in the case of clauses (b) and (e) below, shall not to be unreasonably withheld) (a) individually or in the aggregate, result in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) result in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, result in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) provide for any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the Approved Credit Bid Purchase Agreement that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, in each case of sub-clauses (a) thru (e) above, relative to as contemplated under the Plan and/or the Approved Credit Bid Purchase Agreement, as applicable;

(d) (i) any of the Debtors (A) file any motion seeking to avoid, disallow, subordinate, or recharacterize all or any portion of the FLFO Claims or any lien or interest related thereto or (B) shall have directly or indirectly supported any application, adversary proceeding, motion, or cause of action referred to in the immediately preceding clause (A) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, motion, or cause of action; or (ii) the Bankruptcy Court enters an order or judgment avoiding, disallowing, subordinating, or recharacterizing all or any portion of the FLFO Claims or any lien or interest related thereto;

(e) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for 10 days after the entry of such order;

(f) the Plan Effective Date does not occur on or before 11:59 p.m. (prevailing Eastern Time) on the earlier of (i) the Outside Expiration Time (as defined in the Second Lien Backstop Commitment Letter (which is as defined in the Plan) and (ii) July 31, 2021;

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Plan (as defined in the Commitment Letter to which this **Annex D** is attached) or in the Commitment Letter, as context may require.

(g) the acceleration of the loans or the termination of the commitments under the DIP Facility or the termination or expiration of the Debtors' authority to use Cash Collateral (as defined in the DIP Order) that has not been waived or timely cured in accordance therewith;

(h) the Bankruptcy Court enters an order modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(i) the breach by the Company of its obligations to provide any fee, indemnity, or expense reimbursement under this Commitment Letter, or any purported assignment of this Commitment Letter other than as permitted by this Commitment Letter;

(j) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order that enjoins the consummation of any portion of the Restructuring Transactions;

(k) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company that individually or in the aggregate result in a reduction of 10% or more of the total PV-10 of total proved reserves that would otherwise comprise assets that are being transferred to NewCo and its Subsidiaries under the Plan (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)) without the prior written consent of GS Bank;

(l) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Debtors seeking an order (without the prior written consent of GS Bank), (i) dismissing one or more of the Chapter 11 Cases, or (ii) seeking to avoid its obligations under or reject this Commitment Letter; or

(m) any of the following documents or the commitments thereunder have terminated or expired: (i) the Restructuring Support Agreement, (ii) the Second Lien Backstop Commitment Letter, or (iii) the ERO Backstop Agreement.

**Exhibit J**  
**Second Lien Exit Facility Term Sheet**

**UP TO \$185.0 MILLION SENIOR SECURED SECOND LIEN TERM LOAN FACILITY  
“SECOND LIEN EXIT FACILITY TERM SHEET”**

**SUMMARY OF PRINCIPAL TERMS AND CONDITIONS<sup>1</sup>**

*Set forth below is a summary of certain principal terms for the Second Lien Exit Facility (as defined below). This summary of terms is for indicative purposes only and does not purport to summarize all of the terms of the definitive documentation for the Second Lien Exit Facility. These terms are subject to change based upon ongoing discussions and final negotiation of definitive documentation.*

**BORROWER:** Credit Bid Purchaser (the “**Borrower**”), a newly formed special purpose bidding entity, which will be the purchaser of certain of the Debtors’ assets.

**AGENT:** An institution to be mutually agreed will act as sole administrative agent and collateral agent (collectively, in such capacities, the “**Second Lien Exit Facility Agent**”, and as used in this *Exhibit J*, the “**Administrative Agent**”).

**LENDERS:** Each of the Backstop Commitment Parties and certain DIP Lenders (or, in each case, any of their affiliated or related funds) that elect to provide a commitment in respect of the Second Lien Exit Facility (collectively, the “**Second Lien Term Lenders**”). On the Closing Date (as defined below), the Second Lien Term Loans may be funded, in full or in part, by a seasoning institution.

**SECOND LIEN EXIT FACILITY:** A senior secured second lien term loan facility (the “**Second Lien Exit Facility**”) that shall become effective on the effective date of the Plan (the “**Plan Effective Date**”) in an amount of up to \$185.0 million comprised of:

(a) \$100.0 million of second lien term loans (the “**DIP Replacement Second Lien Loans**”); and

(b) additional second lien term loans (the “**New Money Second Lien Loans**” and, together with the DIP Replacement Second Lien Loans, the “**Second Lien Term Loans**”) in an amount equal to the lesser of (i) \$85.0 million and (ii) the amount necessary to provide the Borrower with no less than \$100.0 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date (calculated pursuant to a process and at a time to be mutually agreed).

The Second Lien Term Loans shall be funded in cash on the Closing Date; *provided* that any Second Lien Term Lender that is a DIP Lender

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Plan**”) and the Disclosure Statement for Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Disclosure Statement**”) to which this Second Lien Exit Facility Term Sheet is attached and the other exhibits attached to such Disclosure Statement. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof for purposes of this *Exhibit J* shall be determined by reference to the context in which it is used.

may elect to fund its Second Lien Term Loans on the Closing Date on a cashless basis by converting the outstanding principal amount of any of its DIP Loans into Second Lien Term Loans. The Second Lien Exit Facility shall be secured on a junior basis to the First Lien Exit Facility and any permitted hedging obligations.

**INCREMENTAL SECOND  
LIEN TERM FACILITIES:**

The Second Lien Exit Facility Credit Agreement will permit incremental indebtedness in a manner acceptable to the Second Lien Term Lenders, and, in any event, will permit the Borrower, on up to two occasions, to incur separate classes of additional term loans or increases in existing term loans (the “*Incremental Second Lien Term Loans*”), in each case, in an aggregate principal amount not less than \$25.0 million and, in the case of all incremental term debt incurred pursuant to this “Incremental Second Lien Term Facilities” section, in an aggregate principal amount not to exceed \$50.0 million (each, an “*Incremental Second Lien Term Facility*”), so long as, at the time the Borrower seeks commitments in respect of an Incremental Second Lien Term Facility, either (i) the aggregate cash and cash equivalents of the Borrower and its subsidiaries are less than \$80.0 million as of such date (or, in the good faith determination of the board of directors of the Borrower, are anticipated to be less than \$80.0 million as of the proposed date of incurrence of such Incremental Second Lien Term Facility) or (ii) the board of directors of the Borrower, in its good faith judgment, determines that the incurrence of such Incremental Second Lien Term Facility is in the best interest of the Borrower and its subsidiaries. Incremental Second Lien Term Loans shall be subject to terms and conditions usual and customary for financings of this type to be agreed, including, without limitation, a “most favored nation” provision pursuant to which, if the all-in yield of any Incremental Second Lien Term Loans exceeds the all-in yield of the initial Second Lien Term Loans by more than 50 bps, the interest rate of initial the Second Lien Term Loans shall be automatically increased by a percentage that would cause such all-in yield differential not to exceed 50 bps. No Second Lien Term Lender will have an obligation to make any Incremental Second Lien Term Loan.

**PURPOSE:**

The proceeds of the Second Lien Term Loans will be used by the Borrower on the Plan Effective Date (the “*Closing Date*”) in accordance with and as provided in the Plan and, after the Closing Date, to finance the working capital needs and other general corporate purposes of the Borrower and its subsidiaries.

**AVAILABILITY:**

The full amount of the Second Lien Exit Facility must be drawn in a single drawing on the Closing Date; amounts borrowed thereunder that are repaid or prepaid may not be reborrowed.

**AMORTIZATION:**

None.

All amounts outstanding under the Second Lien Exit Facility shall be paid in full on the Second Lien Term Loan Maturity Date (as defined below).

**INTEREST RATES AND FEES:**

Interest rates under the Second Lien Exit Facility will be calculated, at the option of the Borrower, at Adjusted LIBOR (subject to a 1.00% floor) plus the Applicable Margin (as defined below) or ABR (subject to a 2.00% floor) plus the Applicable Margin.

Additionally, on each interest payment date, at any time that the aggregate cash and cash equivalents of the Borrower and its subsidiaries is less than \$75.0 million as at the end of the most recently ended fiscal quarter, the Borrower may elect, in its sole discretion, to pay a portion of the accrued interest payable on the Second Lien Term Loans in kind (the “**PIK Election**”) by adding an amount equal to 5.00% per annum to the outstanding principal amount of the Second Lien Term Loans on such interest payment date.

“**Applicable Margin**” is (i) in the case of Adjusted LIBOR loans, 8.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 4.75% per annum) and (ii) in the case of ABR loans, 7.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 3.75% per annum).

The Borrower shall pay an upfront fee (the “**Upfront Fee**”) equal to 2.00% of the funded amount of the Second Lien Exit Facility on the Closing Date to the Second Lien Exit Facility Agent for the ratable account of each Second Lien Term Lender. Other than with respect to DIP Loans which are converted into Second Lien Term Loans (with respect to which the Upfront Fee shall be paid in cash), the Upfront Fee shall be paid in the form of original issue discount by deducting such Upfront Fee from the proceeds of the Second Lien Exit Facility on the Closing Date.

**FINAL MATURITY:**

The Second Lien Exit Facility will mature on the date that is five years after the Closing Date (the “**Second Lien Term Loan Maturity Date**”).

**GUARANTEES:**

All obligations of the Borrower under the Second Lien Exit Facility will be jointly and severally unconditionally guaranteed on a second lien secured basis (the “**Second Lien Guarantees**”) by the same guarantors that guarantee the First Lien Exit Facility (it being understood that the subsidiary guarantee requirements under the Second Lien Exit Facility will be consistent with the subsidiary guarantee requirements under the First Lien Exit Facility).

**SECURITY:**

The obligations of the Borrower under the Second Lien Exit Facility and the Second Lien Guarantees will be secured by a perfected second lien security interest in the same collateral that secures the First Lien Exit Facility (it being understood that the collateral requirements under the Second Lien Exit Facility will be consistent with the collateral requirements under the First Lien Exit Facility).

**VOLUNTARY**

Prepayments of borrowings under the Second Lien Exit Facility will be



|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PREPAYMENTS:</b>                    | permitted at any time without premium or penalty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>REPRESENTATIONS AND WARRANTIES:</b> | The Second Lien Exit Facility Documents will contain representations and warranties acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents.                                                                                                                                                                                                                                                                                                                         |
| <b>CONDITIONS PRECEDENT:</b>           | The closing of the Second Lien Exit Facility will be subject to conditions precedent acceptable to the Second Lien Term Lenders and usual and customary for financings of this type and otherwise as set forth in the Backstop Commitment Letter and, with respect to documentary conditions, acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding documentary conditions set forth in the First Lien Exit Facility Documents with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility. |
| <b>AFFIRMATIVE COVENANTS:</b>          | The Second Lien Exit Facility Documents will contain affirmative covenants acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility.                                                                                                                                                                                                                               |
| <b>NEGATIVE COVENANTS:</b>             | The negative covenants shall be acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility, and (b) monetary baskets and thresholds set at an additional cushion to be agreed against the applicable basket or threshold in the First Lien Exit Facility Documents.                                                                                              |
| <b>FINANCIAL COVENANT:</b>             | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>EVENTS OF DEFAULT:</b>              | The Second Lien Exit Facility Documents will contain events of default acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility and (b) cross-acceleration (instead of cross-default) and cross-payment event of default at maturity to the First Lien Exit Facility.                                                                                          |

**Exhibit K**  
**Apache Term Sheet Implementation Agreement**

### **First Amended Apache Term Sheet Implementation Agreement**

This FIRST AMENDED IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

### **RECITALS**

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate

net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$1,514,236.00 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement<sup>1</sup> (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

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<sup>1</sup> Specifically, per the terms of the Decommissioning Agreement (each capitalized term used herein without definition is as defined in the Decommissioning Agreement), FWE’s Required Spend for decommissioning the Legacy Apache Properties for Plan Year 2020 was \$80,000,000.00. According to FWE’s records, only approximately \$31,730,441.00 was spent by FWE in Plan Year 2020 on such decommissioning obligations, creating a shortfall of the Required Spend of approximately \$48,269,559 (the “**2020 Shortfall**”). Upon Apache’s information and belief, FWE has not funded the 2020 Shortfall into Trust A, as required pursuant to the terms of the Decommissioning Agreement. Accordingly, one of the Decommissioning Claims Apache asserts it holds against FWE is for the 2020 Shortfall.

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (as amended,<sup>2</sup> the “**RSA**”), was entered into by and among (i) the Company<sup>3</sup> (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the “**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and

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<sup>2</sup> Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including members of the ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of SLTL Advisors (each as defined in the Plan (as defined below)).

<sup>3</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

(iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;



WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

a. *Conversion of FWE into a Texas Limited Liability Company.*

(i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**

(ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**

(iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**

(iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**

b. *Divisional Merger Documents.*

(i) *Agreement and Plan of Merger (TX) (FWE)* (the “**Plan of Merger**”).

Annexed hereto as **Exhibit 5.**

(ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**

(iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**

c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**

d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**

e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).

- (i) *Standby Loan Agreement*. Annexed hereto as **Exhibit 8**.
- (ii) *Security Agreement*. Annexed hereto as **Exhibit 9**.
- (iii) *Guarantee (Fieldwood Energy I LLC)*. Annexed hereto as **Exhibit 10**.
- (iv) *Guarantee (GOM Shelf LLC)*. Annexed hereto as **Exhibit 11**.
- (v) *Form of Mortgages*. Annexed hereto as **Exhibit 12**.

f. *Form of Amendment to Unit Operating Agreement*. Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

- g. *Farmout Agreement*. Annexed hereto as **Exhibit 14**.
- h. *Transition Services Agreement*. Annexed hereto as **Exhibit 15**.
- i. *SEMS Bridging Agreement*. Annexed hereto as **Exhibit 16**.
- j. *Amended BriarLake Sublease*. Annexed hereto as **Exhibit 17**.
- k. *Certification of Rights*. Annexed hereto as **Exhibit 18**.

2. **Execution of Apache Definitive Documents; Good Faith Cooperation.**

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate

mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and

any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache’s review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”) shall provide for the following:

(i) FWE shall pay up to \$5.5 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on

account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache's breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated**

**Obligations**”) and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys’ fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the



Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the “**Implementation Costs**”). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) Upon the Effective Date of the Plan, the Decommissioning Agreement shall be assumed, with the consent of the Apache PSA Parties, by the Fieldwood PSA Parties and, upon consummation of the transactions provided for in the Plan of Merger, become the obligation of FWE I. Any Cure Amounts payable as a result of assumption of the Decommissioning Agreement, which amount will be mutually agreed between the Parties prior to confirmation of the Plan and scheduled as a Cure Amount, shall include any amounts relating to the Apache Claims (including the Apache Trust A Claims and the Decommissioning Claims) and shall be paid into Trust A on the Effective Date or as soon as reasonably practicable thereafter but in no event later than ten (10) business days following the Effective Date. Payment of any mutually agreed Cure Amount as a result of assumption of the Decommissioning Agreement does not constitute an admission by any Party that a default exists or existed at any time under the Decommissioning Agreement.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement

shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the **"Decommissioning Security"**) will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) With respect to all bonds and letters of credit constituting Decommissioning Security, all claims for premiums, fees, reimbursement, indemnification, or any other claims,

fixed, contingent, liquidated, unliquidated, or otherwise against the Debtors held by the companies issuing the bonds or letters of credit, shall neither be allocated to nor become the obligations of FWE I under the Plan of Merger. Notwithstanding the foregoing, all rights of the Apache PSA Parties with respect to such bonds and letters of credit shall be preserved as against such bonding companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set forth on **Exhibit 23** hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term

Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable, shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall

be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for

determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the lowest estimate submitted by a Party. The Referee's decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee's determination of the Implementation Costs Cap. The Apache PSA Parties' portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**
- (iii) *Form of Contract Services Agreement,* to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21.**

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

7. **Termination of Agreement and Tolling of General Bar Date.**

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall



any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided

that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent.

9. **Credit Bid Purchase Agreement Terms.**<sup>4</sup>

(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the “**Specified Credit Bid Terms**”) shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the

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<sup>4</sup> The Consenting Creditors agreed under the Apache Term Sheet that “any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by [Credit Bid Purchaser].” However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined

in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway S., Suite 1200  
Houston, Texas 77042  
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Matt Barr, Esq. (matt.barr@weil.com)  
Alfredo Pérez, Esq. (alfredo.perez@weil.com)  
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400  
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP  
600 Travis Street  
Suite 4200  
Houston, Texas 77002  
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)  
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified **except** pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this First Amended Implementation Agreement as of the effective date of this Agreement.

FIELDWOOD ENERGY LLC,  
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and  
General Counsel

GOM SHELF LLC,  
a Delaware limited liability company


By: Thomas R. Lamme

Name: Thomas R. Lamme


Title: Vice President




APACHE CORPORATION

By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and  
Marketing and Midstream

APACHE SHELF, INC.

By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

APACHE DEEPWATER LLC

By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

APACHE SHELF EXPLORATION LLC

By: Ben C. Rodgers 

Name: Ben C. Rodgers

Title: Senior Vice President and Treasurer

**Exhibit A**

**The “Apache Term Sheet”**



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**FIELDWOOD ENERGY**

Thomas R. Lamme  
Senior Vice President and General Counsel  
Direct: 713-969-1107  
Email: TLamme@fwelc.com

**VIA EMAIL**

July 31, 2020

P. Anthony Lannie  
Executive Vice President and General Counsel  
Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400

*Re: Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,

*Thomas R. Lamme*

Thomas R. Lamme

Enclosure

cc: Michael T. Dane  
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**GOM SHELF LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**APACHE CORPORATION**




---

Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE SHELF, INC.**

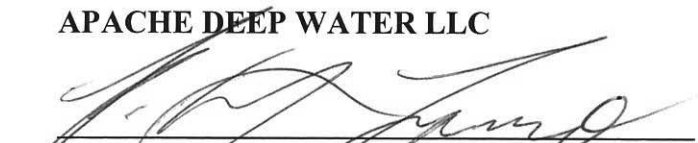


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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE DEEP WATER LLC**



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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel



## Exhibit A

### Term Sheet for Fieldwood Energy LLC Restructuring

#### Summary of Principal Terms

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Entity Owning Legacy Apache Properties Post-Confirmation</b> | <p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p> |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Management of Fieldwood I</b> | <p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> <li>1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them;</li> <li>2. Fieldwood I shall not purchase, sell, or farm-in any asset;</li> <li>3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset;</li> <li>4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow;</li> <li>5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below);</li> <li>6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the</li> </ol> |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Apache / Fieldwood Restructuring Term Sheet

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  | <p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Employee Matters</b>                          | <p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&amp;A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Operations and Decommissioning Activities</b> | <p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.<sup>1</sup> Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p> |

<sup>1</sup> Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | <p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&amp;A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p> |
| <b>Right to Fund Capital Expenditures</b> | <p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



## Apache / Fieldwood Restructuring Term Sheet

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Initial Capitalization</b>             | Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Additional Initial Funding Sources</b> | <p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> <li>1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and</li> <li>2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Assumption of Obligations</b>          | <p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p> |

## Apache / Fieldwood Restructuring Term Sheet

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | <p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>                                                                                                                                                                                                                                                                       |
| <b>Standby Facility</b>                       | <p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>                                  |
| <b>Beneficiaries of the Fieldwood I</b>       | <p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p> |
| <b>Fieldwood's Plan of Reorganization</b>     | <p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>                                                                                                                                                                                                                                                                                                                                                      |
| <b>Post-Petition Decommissioning Activity</b> | <p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



## Apache / Fieldwood Restructuring Term Sheet

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|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | <ol style="list-style-type: none"> <li>1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business,</li> <li>2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and</li> <li>3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.</li> </ol> |
| <b>Expense Reimbursement</b> | Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Other Matters</b>         | <p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Effectiveness</b>         | The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Apache / Fieldwood Restructuring Term Sheet

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|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization. |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Schedule A: Retained Properties**

| <b>Field</b> | <b>Classification</b>      |
|--------------|----------------------------|
| ST 308       | Ownership and Operatorship |
| GI 110/116   | Operatorship               |
| GI 43        | Operatorship               |
| ST 53/67/68  | Operatorship               |
| MC 109       | Operatorship               |
| VR 78        | Ownership and Operatorship |
| VR 362/371   | Ownership and Operatorship |

**Exhibit 1**

**Certificate of Conversion (DE) (FWE)**

**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A DELAWARE LIMITED LIABILITY COMPANY  
TO A NON-DELAWARE ENTITY  
PURSUANT TO SECTION 18-216 OF  
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is \_\_\_\_\_  
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally  
filed: \_\_\_\_\_)

2.) The date of filing of its original certificate of formation with the Secretary of  
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company  
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in  
any action, suit or proceeding for enforcement of any obligation of the limited liability  
company arising while it was a limited liability company of the State of Delaware, and  
that it irrevocably appoints the Secretary of State as its agent to accept service of process  
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State  
is

CAPITOL CORPORATE SERVICES, INC.  
206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

By: \_\_\_\_\_  
Authorized Person

Name: \_\_\_\_\_  
Print or Type

**Exhibit 2**

**Certificate of Conversion (TX) (FWE)**



**STATE OF TEXAS  
CERTIFICATE OF CONVERSION  
OF A  
DELAWARE LIMITED LIABILITY COMPANY  
TO A  
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: \_\_\_\_\_

Name: [●]

Title: [●]

**Exhibit A**

**Plan of Conversion**

See attached.

**Exhibit 3**

**Plan of Conversion (TX) (FWE)**

**PLAN OF CONVERSION  
OF  
Fieldwood Energy LLC  
(a Delaware limited liability company)  
INTO  
Fieldwood Energy LLC  
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: \_\_\_\_\_  
Name: [●]  
Title: [●]

**EXHIBIT A**  
**CERTIFICATE OF FORMATION**

*See attached.*



**Exhibit 4**

**Certificate of Formation (TX) (FWE)**

**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

|                   |             |                  |               |
|-------------------|-------------|------------------|---------------|
| <i>First Name</i> | <i>M.I.</i> | <i>Last Name</i> | <i>Suffix</i> |
|-------------------|-------------|------------------|---------------|

C. The business address of the registered agent and the registered office address is:

|                               |             |              |                 |
|-------------------------------|-------------|--------------|-----------------|
| 206 E. 9TH STREET, SUITE 1300 | AUSTIN      | TX           | 78701           |
| <i>Street Address</i>         | <i>City</i> | <i>State</i> | <i>Zip Code</i> |

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

|                   |             |                  |               |
|-------------------|-------------|------------------|---------------|
| <i>First Name</i> | <i>M.I.</i> | <i>Last Name</i> | <i>Suffix</i> |
|-------------------|-------------|------------------|---------------|

**OR**

**IF ORGANIZATION**

FIELDWOOD ENERGY INC.

*Organization Name*

**ADDRESS**

|                                         |             |              |                |                 |
|-----------------------------------------|-------------|--------------|----------------|-----------------|
| 2000 W. SAM HOUSTON PKWY S., SUITE 1200 | HOUSTON     | TX           | USA            | 77042-3623      |
| <i>Street or Mailing Address</i>        | <i>City</i> | <i>State</i> | <i>Country</i> | <i>Zip Code</i> |

|                                                                                        |             |                  |               |                         |
|----------------------------------------------------------------------------------------|-------------|------------------|---------------|-------------------------|
| <b>GOVERNING PERSON 2</b>                                                              |             |                  |               |                         |
| <b>NAME</b> (Enter the name of either an individual or an organization, but not both.) |             |                  |               |                         |
| <b>IF INDIVIDUAL</b>                                                                   |             |                  |               |                         |
| <i>First Name</i>                                                                      | <i>M.I.</i> | <i>Last Name</i> | <i>Suffix</i> |                         |
| <b>OR</b>                                                                              |             |                  |               |                         |
| <b>IF ORGANIZATION</b>                                                                 |             |                  |               |                         |
| <i>Organization Name</i>                                                               |             |                  |               |                         |
| <b>ADDRESS</b>                                                                         |             |                  |               |                         |
| <i>Street or Mailing Address</i>                                                       |             | <i>City</i>      | <i>State</i>  | <i>Country Zip Code</i> |

|                                                                                        |             |                  |               |                         |
|----------------------------------------------------------------------------------------|-------------|------------------|---------------|-------------------------|
| <b>GOVERNING PERSON 3</b>                                                              |             |                  |               |                         |
| <b>NAME</b> (Enter the name of either an individual or an organization, but not both.) |             |                  |               |                         |
| <b>IF INDIVIDUAL</b>                                                                   |             |                  |               |                         |
| <i>First Name</i>                                                                      | <i>M.I.</i> | <i>Last Name</i> | <i>Suffix</i> |                         |
| <b>OR</b>                                                                              |             |                  |               |                         |
| <b>IF ORGANIZATION</b>                                                                 |             |                  |               |                         |
| <i>Organization Name</i>                                                               |             |                  |               |                         |
| <b>ADDRESS</b>                                                                         |             |                  |               |                         |
| <i>Street or Mailing Address</i>                                                       |             | <i>City</i>      | <i>State</i>  | <i>Country Zip Code</i> |

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip Code

### Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Exhibit 5**

**Agreement and Plan of Merger (TX) (FWE)**

**AGREEMENT AND PLAN OF MERGER  
OF  
FIELDWOOD ENERGY LLC  
INTO  
FIELDWOOD ENERGY I LLC  
AND  
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.



(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

### 3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account

designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which<sup>1</sup>, immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such

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<sup>1</sup> **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [●], [●], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing

pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf Lands”), and (iv) any and all Hydrocarbon, water, CO<sub>2</sub>, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily



Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].<sup>2</sup>

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<sup>2</sup> Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.



(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases,

as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III

Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even

if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with

the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

**FIELDWOOD ENERGY LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name:  
Title:



**Exhibit A**

**Certificate of Merger**

[see attached]

**Exhibit B**

**Certificate of Formation – FWE I**

[see attached]

## Schedule I<sup>3</sup>

### **FWE I Assets and FWE I Obligations**

#### Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed<sup>4</sup> to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,<sup>5</sup> on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

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<sup>3</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>4</sup> **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

<sup>5</sup> **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;<sup>6</sup>

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

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<sup>6</sup> **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);<sup>7</sup>

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;<sup>8</sup>

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

<sup>7</sup> **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

<sup>8</sup> **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;<sup>9</sup>

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

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<sup>9</sup> **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights **[to the BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and]**<sup>10</sup> all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)<sup>11</sup> or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to (1) the positive amount remaining, if any, obtained by subtracting from (x) \$50.0 million (y) the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I; plus (2) all amounts paid to the Debtors under or pursuant to the Credit Bid Purchase Agreement for (a) deductibles or retention amounts under applicable insurance policies associated with claims for personal injury or damage to third

<sup>10</sup> **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

<sup>11</sup> **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?



party property arising from the ownership or operation of the FWE I Assets or the GOM Shelf Oil and Gas Properties and (b) fines and penalties levied or imposed by governmental authorities in respect of the FWE I Assets or the GOM Shelf Oil and Gas Properties;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.<sup>12</sup>

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J<sup>13</sup> attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

#### Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner,

<sup>12</sup> **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

<sup>13</sup> **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. [NTD: per HAK, FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].

operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I's or GOM Shelf's, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the "Interim Unpaid P&A Expenses"); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

## **Schedule II**<sup>14</sup>

### **Wind Down Assets and Wind Down Obligations**

#### **Part A:**

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

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<sup>14</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;<sup>15</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

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<sup>15</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.



### **Schedule III**<sup>16</sup>

#### **Predecessor Assets and Predecessor Obligations**

##### **Part A:**

“**Predecessor Assets**” means all of FWE’s right, title, and interest in, to, or under the following, subject to **Section 6** of the Plan of Merger:<sup>17</sup>

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on **Exhibit III-A** attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “**Predecessor Leases**”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “**Predecessor Units**”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “**Predecessor Lands**”);

(ii) any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on **Exhibit III-B** attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on **Exhibit III-B** attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “**Predecessor Wells**” and, together with the Predecessor Leases and the Predecessor Units, the “**Predecessor Oil and Gas Properties**”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

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<sup>16</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>17</sup> **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.



or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;<sup>18</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

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<sup>18</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

**Schedule of Exhibits**<sup>19</sup>

|                  |                                                     |
|------------------|-----------------------------------------------------|
| Exhibit A:       | Certificate of Merger                               |
| Exhibit B:       | Certificate of Formation – FWE I                    |
| Exhibit I-A(i):  | FWE I Leases                                        |
| Exhibit I-A(ii): | FWE I Deep Rights                                   |
| Exhibit I-B:     | FWE I Wells                                         |
| Exhibit I-C(i)   | FWE I Platforms                                     |
| Exhibit I-C(ii)  | FWE I Facilities                                    |
| Exhibit I-D(i)   | FWE I Rights of Way Acquired Pursuant to Apache PSA |
| Exhibit I-D(ii)  | FWE I RUEs                                          |
| Exhibit I-E      | FWE I FCC Licenses                                  |
| Exhibit I-F      | FWE I Contracts                                     |
| Exhibit I-G      | FWE I Inventory                                     |
| Exhibit I-H      | FWE I Deposits/Escrows/Credit Support               |
| Exhibit I-I      | Subsidiaries and Equity Interests                   |
| Exhibit I-J      | FWE II Retained Properties                          |
| Exhibit I-K(i)   | Incremental Interests – Leases                      |
| Exhibit I-K(ii)  | Incremental Interests – Wells                       |
| Exhibit I-K(iii) | Incremental Interests – Platforms and Facilities    |
| Exhibit II-A:    | Wind Down Leases <sup>20</sup>                      |

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<sup>19</sup> **Note to Draft:** **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

<sup>20</sup> **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

|                   |                                             |
|-------------------|---------------------------------------------|
| Exhibit II-B:     | Wind Down Wells                             |
| Exhibit II-C(i)   | Wind Down Platforms                         |
| Exhibit II-C(ii)  | Wind Down Facilities                        |
| Exhibit II-D(i)   | Wind Down Rights of Way                     |
| Exhibit II-D(ii)  | Wind Down RUEs                              |
| Exhibit II-E      | Wind Down FCC Licenses                      |
| Exhibit II-F      | Wind Down Contracts                         |
| Exhibit II-G      | Wind Down Inventory                         |
| Exhibit III-A:    | Predecessor Leases <sup>21</sup>            |
| Exhibit III-B:    | Predecessor Wells                           |
| Exhibit III-C(i)  | Predecessor Platforms                       |
| Exhibit III-C(ii) | Predecessor Facilities                      |
| Exhibit III-D(i)  | Predecessor Rights of Way                   |
| Exhibit III-D(ii) | Predecessor RUEs                            |
| Exhibit III-E     | Predecessor FCC Licenses                    |
| Exhibit III-F     | Predecessor Contracts                       |
| Exhibit III-G     | Predecessor Inventory                       |
| Exhibit III-H     | Predecessor Deposits/Escrows/Credit Support |

[End of Schedule of Exhibits]

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<sup>21</sup> **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

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Exhibit I-A(i)

| Field                                   | Block    | Lease  | Type    | Rights      | Date Le Eff | Date Le Exp | Le Cur Acres | Operator            | WI | 0.6%   | Lease Status |
|-----------------------------------------|----------|--------|---------|-------------|-------------|-------------|--------------|---------------------|----|--------|--------------|
| LOUISIANA NON-OPERATED                  | —        | 12503  | SL- LA  | ORRI        | —           | —           | —            | —                   | —  | 0.6%   | TERMIN       |
| LOUISIANA NON-OPERATED                  | —        | 06618  | SL- LA  | ORRI        | —           | —           | —            | —                   | —  | 5.2%   | —            |
| BRAZOS 491                              | BA 491   | G06069 | Federal | RT          | 10/1/1983   |             | 5,760        | Fieldwood En        |    | 100.0% | TERMIN       |
| BRAZOS A-102/A-105                      | BA A105  | G01757 | Federal | RT          | 7/1/1968    |             | 5,760        | Fieldwood En        |    | 12.5%  | PROD         |
| BRAZOS A-102/A-105                      | BA A-105 | G01757 | Federal | RT A        | 7/1/1968    |             | 5,760        | Fieldwood En        |    | 12.5%  | PROD         |
| BRAZOS A-133                            | BA A133  | G02665 | Federal | OP          | 7/1/1974    |             | 5,760        | GOM Shelf           |    | 12.5%  | PROD         |
| BRAZOS A-133                            | BA A-133 | G02665 | Federal | RT          | 7/1/1974    |             | 5,760        | GOM Shelf           |    | 25.0%  | PROD         |
| \$0 Liability                           | BA A19   | G33399 | Federal | RT          | 1/1/2010    | 12/31/2014  | 5,760        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | BA A47   | G03940 | Federal | RT          | 3/1/1979    | 9/21/2014   | 5,760        | Fieldwood En        |    | 33.3%  | TERMIN       |
| \$0 Liability                           | BA A47   | G03940 | Federal | OP          | 3/1/1979    | 9/21/2014   | 5,760        | Fieldwood En        |    | 100.0% | TERMIN       |
| \$0 Liability                           | BA A69   | G32733 | Federal | RT          | 11/1/2008   | 10/31/2013  | 5,760        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | BS 39    | G33683 | Federal | RT          | 7/1/2010    | 5/20/2015   | 1,237        | Petsec En           |    | 18.8%  | RELINQ       |
| BRETON SOUND 41                         | BS 41    | G21142 | Federal | OP 2        | 5/1/1999    | 1/26/2014   | 4,995        | Fieldwood En Off    |    | 13.1%  | TERMIN       |
| BRETON SOUND 41                         | BS 41    | G21142 | Federal | Contractual | 5/1/1999    | 1/26/2014   | 4,995        | Fieldwood En Off    |    | TBD    | TERMIN       |
| \$0 Liability                           | BS 42    | G33684 | Federal | RT          | 7/1/2010    | 5/13/2015   | 4,552        | Apache Shelf Exp    |    | 37.5%  | RELINQ       |
| CHANDELEUR 42/43                        | CA 42    | G32267 | Federal | OP 1        | 7/1/2008    | 6/21/2019   | 5,000        | Fieldwood En        |    | 50.0%  | RELINQ       |
| CHANDELEUR 42/43                        | CA 43    | G32268 | Federal | OP 1        | 7/1/2008    |             | 5,000        | Fieldwood En        |    | 50.0%  | PROD         |
| \$0 Liability                           | DD 253   | G10426 | Federal | RT          | 6/1/1990    | 9/8/2014    | 5,760        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | DD 297   | G10427 | Federal | RT          | 6/1/1990    | 9/8/2014    | 5,760        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | EB 128   | G34034 | Federal | RT          | 4/1/2012    | 3/15/2016   | 165          | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EB 172   | G34035 | Federal | RT          | 4/1/2012    | 3/15/2016   | 5,760        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 12    | G34220 | Federal | RT          | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| EAST CAMERON 9/14                       | EC 14    | G13572 | Federal | RT          | 7/1/1992    | 5/16/2005   | 2,544        | Fieldwood En        |    | 100.0% | TERMIN       |
| \$0 Liability                           | EC 171   | G34228 | Federal | RT          | 9/1/2012    | 8/17/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 172   | G17858 | Federal | RT          | 7/1/1997    | 1/22/2016   | 5,000        | Fieldwood En        |    | 100.0% | TERMIN       |
| \$0 Liability                           | EC 178   | G34229 | Federal | RT          | 10/1/2012   | 7/24/2015   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 179   | G34230 | Federal | RT          | 10/1/2012   | 7/24/2015   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 185   | G34796 | Federal | RT          | 6/1/2013    | 5/25/2017   | 5,000        | Fieldwood En        |    | 100.0% | RELINQ       |
| EAST CAMERON 2 - (SL LA)                | EC 2     | 18121  | SL- LA  | WI          | 5/12/2004   | 1/0/1900    | 220          | Fieldwood           |    | 50.0%  | ACTIVE       |
| EAST CAMERON 2 - (SL LA)                | EC 2     | 16473  | SL- LA  | WI          | 7/13/1999   | 7/15/2015   | 148          | Apache              |    | 89.1%  | RELINQ       |
| EAST CAMERON 2 - (SL LA)                | EC 2     | 16475  | SL- LA  | WI          | 7/19/1999   | —           | 134.75       | Apache              |    | 89.1%  | ACTIVE       |
| \$0 Liability                           | EC 222   | G02037 | Federal | OP 1        | 2/1/1971    | 11/24/2015  | 5,000        | Talos               |    | 17.9%  | TERMIN       |
| \$0 Liability                           | EC 222   | G02037 | Federal | OP 2        | 2/1/1971    | 11/24/2015  | 5,000        | Talos               |    | 17.9%  | TERMIN       |
| \$0 Liability                           | EC 229   | G34232 | Federal | RT          | 10/1/2012   | 9/16/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 230   | G34233 | Federal | RT          | 10/1/2012   | 9/16/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 24    | G04098 | Federal | RT          | 10/1/1979   | 2/12/2014   | 5,000        | Apex O&G            |    | 18.0%  | TERMIN       |
| \$0 Liability                           | EC 24    | G04098 | Federal | OP 2        | 10/1/1979   | 2/12/2014   | 5,000        | Apex O&G            |    | 31.3%  | TERMIN       |
| \$0 Liability                           | EC 24    | G04098 | Federal | OP 3        | 10/1/1979   | 2/12/2014   | 5,000        | Apex O&G            |    | 30.3%  | TERMIN       |
| \$0 Liability                           | EC 242   | G34234 | Federal | RT          | 10/1/2012   | 9/16/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 243   | G34235 | Federal | RT          | 10/1/2012   | 9/16/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 261   | G00971 | Federal | RT          | 6/1/1962    | 1/14/2016   | 5,000        | Fieldwood En        |    | 100.0% | TERMIN       |
| \$0 Liability                           | EC 263   | G33072 | Federal | RT          | 6/1/2009    | 5/31/2014   | 5,000        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | EC 264   | G01880 | Federal | RT          | 3/1/1969    | 7/11/2016   | 5,000        | Fieldwood En        |    | 100.0% | TERMIN       |
| EAST CAMERON 265 / 278                  | EC 265   | G00972 | Federal | RT          | 6/1/1962    | 1/30/2019   | 5,000        | Fieldwood En        |    | 50.0%  | RELINQ       |
| \$0 Liability                           | EC 270   | G02045 | Federal | RT          | 1/1/1971    | 6/7/2013    | 2,500        | Apache              |    | 70.0%  | TERMIN       |
| EAST CAMERON 265 / 278                  | EC 278   | G00974 | Federal | RT          | 6/1/1962    | 10/3/2016   | 5,000        | Fieldwood En        |    | 50.0%  | TERMIN       |
| \$0 Liability                           | EC 292   | G34237 | Federal | RT          | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 293   | G34238 | Federal | RT          | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 294   | G34239 | Federal | RT          | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EC 310   | G34240 | Federal | RT          | 11/1/2012   | 10/4/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| *No FW lease ownership                  | EC 328   | G10638 | Federal | RT          | 5/1/1989    |             | 5,000        | Arena Off           |    | 100.0% | PROD         |
| \$0 Liability                           | EC 33    | G01972 | Federal | OP          | 9/1/1970    | 2/15/2016   | 1,250        | Merit En            |    | 15.6%  | TERMIN       |
| *No FW asset ownership                  | EC 335   | G02439 | Federal | OP          | 8/1/1973    | 6/6/2015    | 5,000        | Energy XXI GOM      |    | 14.0%  | TERMIN       |
| EAST CAMERON 338                        | EC 338   | G02063 | Federal | RT          | 2/1/1971    |             | 5,000        | Anadarko US Off     |    | 15.7%  | PROD         |
| EAST CAMERON 37                         | EC 37    | G25933 | Federal | RT          | 5/1/2004    | 9/27/2014   | 2,608        | Probe Res US        |    | 100.0% | TERMIN       |
| \$0 Liability                           | EC 370   | G33073 | Federal | RT          | 6/1/2009    | 5/31/2014   | 5,000        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| *No FW asset ownership                  | EC 71    | G13576 | Federal | RT          | 9/1/1992    |             | 5,000        | EC Off Prop         |    | 100.0% | SOP          |
| EAST CAMERON 14                         | EC 9/14  | G01440 | Federal | RT          | 4/1/1966    |             | 3,152        | Fieldwood En        |    | 100.0% | PROD         |
| EAST CAMERON 9/14                       | EC 9/14  | G01440 | Federal | OP 1        | 4/1/1966    |             | 3,152        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE ISLAND 010                       | EI 10    | G23851 | Federal | RT          | 7/1/2002    |             | 2,303        | Contango Op         |    | 50.0%  | PROD         |
| EUGENE ISLAND 010                       | EI 10    | G23851 | Federal | OP 2        | 7/1/2002    |             | 2,303        | Contango Op         |    | 50.0%  | PROD         |
| \$0 Liability                           | EI 105   | 00797  | Federal | RT          | 5/1/1960    | 12/9/2013   | 5,000        | Fieldwood En        |    | 100.0% | TERMIN       |
| EUGENE ISLAND 105/106                   | EI 106   | G17966 | Federal | RT A        | 7/1/1997    | 8/4/2013    | 5,000        | Apache              |    | 50.0%  | TERMIN       |
| EUGENE ISLAND 105/106                   | EI 106   | G17966 | Federal | RT B        | 7/1/1997    | 8/4/2013    | 5,000        | Apache              |    | 100.0% | TERMIN       |
| \$0 Liability                           | EI 107   | G15241 | Federal | RT          | 9/1/1995    | 9/1/2013    | 5,000        | Apache              |    | 75.0%  | TERMIN       |
| \$0 Liability                           | EI 108   | G03811 | Federal | OP 1        | 6/1/1978    | 11/22/2015  | 5,000        | Fieldwood En        |    | 60.0%  | TERMIN       |
| \$0 Liability                           | EI 108   | G03811 | Federal | RT A        | 6/1/1978    | 11/22/2015  | 5,000        | Fieldwood En        |    | 60.0%  | TERMIN       |
| \$0 Liability                           | EI 108   | G03811 | Federal | RT B        | 6/1/1978    | 11/22/2015  | 5,000        | Fieldwood En        |    | 71.3%  | TERMIN       |
| \$0 Liability                           | EI 116   | G34292 | Federal | RT          | 9/1/2012    | 8/31/2017   | 5,000        | Apache Shelf Exp    |    | 100.0% | EXPIR        |
| \$0 Liability                           | EI 117   | G34293 | Federal | RT          | 10/1/2012   | 9/16/2016   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 118   | G15242 | Federal | RT A        | 7/1/1995    | 12/17/2015  | 5,000        | Black Elk En Off Op |    | 25.0%  | TERMIN       |
| \$0 Liability                           | EI 118   | G15242 | Federal | RT B        | 7/1/1995    | 12/17/2015  | 5,000        | Fieldwood En        |    | 75.0%  | TERMIN       |
| EUGENE IS. 119/120/125/126              | EI 119   | 00049  | Federal | RT A        | 8/28/1945   |             | 5,000        | Fieldwood En        |    | 50.0%  | PROD         |
| EUGENE IS. 119/120/125/126              | EI 119   | 00049  | Federal | RT B        | 8/28/1945   |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE IS. 119/120/125/126              | EI 120   | 00050  | Federal | RT          | 8/28/1945   |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE IS. 119/120/125/126              | EI 125   | 00051  | Federal | RT          | 8/28/1945   | —           | 5,000        | Fieldwood En        |    | 100.0% | OPERNs       |
| EUGENE IS. 119/120/125/126              | EI 126   | 00052  | Federal | RT          | 8/28/1945   |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE IS. 119/120/125/126              | EI 126   | 00052  | Federal | OP          | 8/28/1945   |             | 5,000        | Fieldwood En        |    | 75.0%  | PROD         |
| \$0 Liability                           | EI 128   | G34294 | Federal | RT          | 10/1/2012   | 9/16/2016   | 3,427        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 131   | G33625 | Federal | RT          | 6/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 132   | G33626 | Federal | RT          | 6/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 135   | G34296 | Federal | RT          | 10/1/2012   | 8/26/2015   | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| EUGENE IS. 136/158                      | EI 136   | G03152 | Federal | RT          | 7/1/1975    |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| \$0 Liability                           | EI 156   | G16353 | Federal | OP          | 6/1/1996    | 8/24/2014   | 5,000        | Black Elk En Off Op |    | 50.0%  | TERMIN       |
| EUGENE IS. 136/158                      | EI 158   | G01220 | Federal | RT          | 6/1/1962    |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE IS. 173/174/175                  | EI 173   | G13622 | Federal | RT          | 7/1/1992    |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE IS. 173/174/175                  | EI 174   | G03782 | Federal | RT          | 6/1/1978    |             | 5,000        | Arena Off           |    | 100.0% | PROD         |
| EUGENE IS. 173/174/175                  | EI 174   | G03782 | Federal | OP          | 6/1/1978    |             | 5,000        | Arena Off           |    | 30.0%  | PROD         |
| EUGENE IS. 173/174/175                  | EI 175   | 00438  | Federal | OP 1        | 12/1/1954   | —           | 5,000        | Fieldwood En        |    | 75.0%  | PROD         |
| EUGENE IS. 187/189                      | EI 187   | G10736 | Federal | RT          | 7/1/1989    |             | 5,000        | Fieldwood En        |    | 100.0% | PROD         |
| EUGENE ISLAND 188                       | EI 188   | 00443  | Federal | RT          | 1/1/1955    | 4/30/2010   | 5,000        | Apache              |    | 100.0% | TERMIN       |
| EUGENE ISLAND 188                       | EI 189   | 00423  | Federal | RT          | 12/1/1954   |             | 3,750        | Fieldwood En        |    | 100.0% | PROD         |
| \$0 Liability                           | EI 196   | 00802  | Federal | RT          | 5/1/1960    | 3/25/2019   | 3,516        | Fieldwood En        |    | 50.0%  | RELINQ       |
| \$0 Liability                           | EI 196   | 00802  | Federal | OP          | 5/1/1960    | 3/25/2019   | 3,516        | Fieldwood En        |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 196   | G13821 | Federal | OP 2        | 5/1/1960    | 3/22/2019   | 1,484        | Arena Off           |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 196   | G13821 | Federal | OP 4        | 5/1/1960    | 3/22/2019   | 1,484        | Arena Off           |    | 100.0% | RELINQ       |
| \$0 Liability                           | EI 20    | G34286 | Federal | RT          | 10/1/2012   | 8/19/2016   | 3,582        | Castex Off          |    | 50.0%  | RELINQ       |
| \$0 Liability                           | EI 207   | G34301 | Federal | RT          | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |
| *No FW asset ownership                  | EI 208   | 00577  | Federal | OP          | 9/1/1955    |             | 2,500        | ANKOR En            |    | 100.0% | PROD         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176 | EI 211   | G05502 | Federal | RT B        | 7/1/1983    |             | 5,000        | Fieldwood En        |    | 66.7%  | UNIT         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176 | EI 211   | G05502 | Federal | OP          | 7/1/1983    |             | 5,000        | Chevron USA         |    | 66.7%  | UNIT         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176 | EI 212   | G05503 | Federal | RT B        | 7/1/1983    |             | 5,000        | Fieldwood En        |    | 66.7%  | UNIT         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176 | EI 212   | G05503 | Federal | OP          | 7/1/1983    |             | 5,000        | Chevron USA         |    | 66.7%  | UNIT         |
| \$0 Liability                           | EI 216   | G34303 | Federal | RT          | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    |    | 100.0% | RELINQ       |



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Exhibit I-A(i)

| Field                                    | Block  | Lease  | Type    | Rights      | Date Le Eff | Date Le Exp | Le Cur Acres | Operator         | WI     | Lease Status |
|------------------------------------------|--------|--------|---------|-------------|-------------|-------------|--------------|------------------|--------|--------------|
| EUGENE ISLAND 196/217/227                | EI 217 | G00978 | Federal | RT          | 5/1/1962    | 3/22/2019   | 5,000        | Arena Off        | 25.0%  | RELINQ       |
| EUGENE IS. 266                           | EI 224 | G05504 | Federal | ORRI        | 7/1/1983    |             | 5,000        | Castex Off       | 10.0%  | PROD         |
| EUGENE IS. 266                           | EI 224 | G05504 | Federal | RT          | 7/1/1983    |             | 5,000        | Castex Off       | 100.0% | PROD         |
| EUGENE ISLAND 196/217/227                | EI 227 | 00809  | Federal | RT          | 5/1/1960    | 3/25/2019   | 5,000        | Arena Off        | 50.0%  | RELINQ       |
| EUGENE ISLAND 196/217/227                | EI 227 | G36745 | Federal | ORRI        | 11/1/2019   |             | 5,000        | Arena Off        | 6.25%  | PRIMARY      |
| EUGENE ISLAND 196/217/227                | EI 227 | G36745 | Federal | ORRI        | 11/1/2019   |             | 5,000        | Arena Off        | 4.17%  | PRIMARY      |
| EUGENE ISLAND 224/266                    | EI 246 | 00810  | Federal | OP 1        | 5/1/1960    |             | 5,000        | Fieldwood En     | 25.0%  | UNIT         |
| EUGENE ISLAND 224/266                    | EI 246 | 00810  | Federal | OP 2        | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| EUGENE ISLAND 224/266                    | EI 246 | 00810  | Federal | RT          | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| EUGENE ISLAND 224/266                    | EI 246 | 00810  | Federal | ORRI        | 5/1/1960    | -           | 5,000        | Sanare En Part   | 6.3%   | UNIT         |
| EUGENE ISLAND 255                        | EI 255 | G01958 | Federal | RT          | 1/1/1970    |             | 2,500        | Cox Op           | 2.0%   | PROD         |
| EUGENE ISLAND 255                        | EI 255 | G01958 | Federal | OP 3        | 1/1/1970    |             | 2,500        | Cox Op           | 77.2%  | PROD         |
| EUGENE ISLAND 255                        | EI 255 | G01958 | Federal | OP 4        | 1/1/1970    |             | 2,500        | Cox Op           | 38.6%  | PROD         |
| \$0 Liability                            | EI 266 | 00811  | Federal | OP 1        | 5/1/1960    |             | 5,000        | Fieldwood En     | 25.0%  | UNIT         |
| \$0 Liability                            | EI 266 | 00811  | Federal | OP 2        | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 266 | 00811  | Federal | RT          | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 267 | 00812  | Federal | OP          | 5/1/1960    |             | 5,000        | Fieldwood En     | 25.0%  | UNIT         |
| \$0 Liability                            | EI 267 | 00812  | Federal | OP 2        | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 267 | 00812  | Federal | RT          | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 269 | 00813  | Federal | OP 1        | 5/1/1960    |             | 5,000        | Fieldwood En     | 25.0%  | UNIT         |
| \$0 Liability                            | EI 269 | 00813  | Federal | OP 2        | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 269 | 00813  | Federal | RT          | 5/1/1960    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | EI 280 | G23876 | Federal | RT          | 5/1/2002    | 1/19/2014   | 5,000        | Energy XXI GOM   | 18.8%  | TERMIN       |
| \$0 Liability                            | EI 281 | G09591 | Federal | RT          | 5/1/1988    | 7/5/2016    | 5,000        | Bennu O&G        | 90.5%  | TERMIN       |
| \$0 Liability                            | EI 281 | G09591 | Federal | OP 1        | 5/1/1988    | 7/5/2016    | 5,000        | Bennu O&G        | 45.3%  | TERMIN       |
| \$0 Liability                            | EI 281 | G09591 | Federal | OP 2        | 5/1/1988    | 7/5/2016    | 5,000        | Bennu O&G        | 45.3%  | TERMIN       |
| \$0 Liability                            | EI 281 | G09591 | Federal | OP 3        | 5/1/1988    | 7/5/2016    | 5,000        | Bennu O&G        | 45.3%  | TERMIN       |
| \$0 Liability                            | EI 282 | G09592 | Federal | RT          | 6/1/1988    | 7/5/2016    | 5,000        | Apache           | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 282 | G09592 | Federal | OP 1        | 6/1/1988    | 7/5/2016    | 5,000        | Apache           | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 282 | G09592 | Federal | OP 2        | 6/1/1988    | 7/5/2016    | 5,000        | Apache           | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 29  | G34287 | Federal | RT          | 12/1/2012   | 11/22/2016  | 5,000        | Apache Shelf Exp | 50.0%  | RELINQ       |
| EUGENE IS. 307                           | EI 307 | G02110 | Federal | OP          | 2/1/1971    | 11/4/2019   | 2,500        | Fieldwood En Off | 25.0%  | TERMIN       |
| SOUTH MARSH IS. 142 / EUGENE IS. 312     | EI 312 | G22679 | Federal | RT          | 6/1/2001    | 8/7/2020    | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| SOUTH MARSH IS. 142 / EUGENE IS. 312     | EI 312 | G22679 | Federal | ORRI        | 6/1/2001    | 8/7/2020    | 5,000        | Fieldwood En     | 8.3%   | TERMIN       |
| \$0 Liability                            | EI 313 | G02608 | Federal | RT          | 5/1/1974    | 6/23/2016   | 5,000        | Arena Off        | 50.0%  | TERMIN       |
| \$0 Liability                            | EI 313 | G02608 | Federal | OP 1        | 5/1/1974    | 6/23/2016   | 5,000        | Arena Off        | 50.0%  | TERMIN       |
| \$0 Liability                            | EI 313 | G02608 | Federal | OP 2        | 5/1/1974    | 6/23/2016   | 5,000        | Arena Off        | 50.0%  | TERMIN       |
| EUGENE IS. 315/316/329                   | EI 315 | G02112 | Federal | RT          | 8/1/1974    |             | 2,500        | Fieldwood En     | 50.0%  | TERMIN       |
| EUGENE IS. 315/316/329                   | EI 315 | G02112 | Federal | OP          | 8/1/1974    |             | 2,500        | Fieldwood En     | 50.0%  | TERMIN       |
| EUGENE IS. 315/316/329                   | EI 315 | G24912 | Federal | RT          | 5/1/2003    |             | 2,500        | Fieldwood En     | 100.0% | PROD         |
| EUGENE IS. 315/316/329                   | EI 316 | G05040 | Federal | RT          | 4/1/1982    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| EUGENE IS. 315/316/329                   | EI 329 | G02912 | Federal | RT          | 12/1/1974   |             | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | Contractual | 1/1/1971    |             | 5,000        | Fieldwood En     | 63.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 7        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 6        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 5        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 4        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 3        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 2        | 1/1/1971    |             | 5,000        | Fieldwood En     | 47.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | RT          | 1/1/1971    |             | 5,000        | Fieldwood En     | 42.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | RT          | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 7        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 6        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 5        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 4        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 3        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 330                           | EI 330 | G02115 | Federal | OP 2        | 1/1/1971    |             | 5,000        | Fieldwood En     | 23.0%  | UNIT         |
| EUGENE IS. 333/334                       | EI 333 | G02317 | Federal | RT          | 2/1/1973    | 8/29/2020   | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| EUGENE IS. 333/334                       | EI 334 | G15263 | Federal | RT          | 7/1/1995    | 8/29/2020   | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| EUGENE IS. 337                           | EI 337 | G03332 | Federal | RT          | 3/1/1976    |             | 5,000        | Fieldwood En     | 100.0% | UNIT         |
| EUGENE IS. 337                           | EI 337 | G3332  | Federal | ORRI        | 3/1/1976    |             |              | Fieldwood En     | 0.1%   | UNIT         |
| EUGENE IS. 337                           | EI 337 | G03332 | Federal | OP 4        | 3/1/1976    |             | 5,000        | Fieldwood En     | 98.0%  | UNIT         |
| EUGENE IS. 337                           | EI 337 | G03332 | Federal | OP 1        | 3/1/1976    |             | 5,000        | Fieldwood En     | 100.0% | UNIT         |
| EUGENE IS. 337                           | EI 337 | G03332 | Federal | OP 3        | 3/1/1976    |             | 5,000        | Fieldwood En     | 100.0% | UNIT         |
| EUGENE IS. 342/343                       | EI 342 | G02319 | Federal | RT A        | 2/1/1973    |             | 5,000        | Fieldwood En     | 50.0%  | TERMIN       |
| EUGENE IS. 342/343                       | EI 342 | G02319 | Federal | RT B        | 2/1/1973    |             | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| EUGENE IS. 342/343                       | EI 342 | G02319 | Federal | OP 1        | 2/1/1973    |             | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| EUGENE IS. 342/343                       | EI 342 | G02319 | Federal | OP 2        | 2/1/1973    |             | 5,000        | Fieldwood En     | 61.8%  | TERMIN       |
| EUGENE IS. 345/346                       | EI 345 | G21647 | Federal | RT          | 7/1/2000    | 8/21/2019   | 5,000        | Fieldwood En     | 50.0%  | TERMIN       |
| EUGENE IS. 345/346                       | EI 346 | G14482 | Federal | RT          | 6/1/1994    |             | 5,000        | Arena Off        | 100.0% | PROD         |
| EUGENE IS. 353/354                       | EI 353 | G03783 | Federal | OP          | 6/1/1978    | 8/26/2020   | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| EUGENE IS. 337                           | EI 354 | G10752 | Federal | RT          | 5/1/1989    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| EUGENE IS. 337                           | EI 354 | G10752 | Federal | OP          | 5/1/1989    |             | 5,000        | Fieldwood En     | 67.0%  | PROD         |
| EUGENE IS. 353/354                       | EI 361 | G02324 | Federal | RT          | 2/1/1973    |             | 5,000        | Cox Op           | 12.4%  | PROD         |
| EUGENE IS. 53                            | EI 53  | 00479  | Federal | OP 1        | 12/1/1954   |             | 5,000        | EnVen En Vent    | 66.7%  | PROD         |
| EUGENE IS. 53                            | EI 53  | 00479  | Federal | OP          | 12/1/1954   |             | 5,000        | EnVen En Vent    | 100.0% | PROD         |
| EUGENE ISLAND 57/58                      | EI 57  | G02601 | Federal | OP 2        | 5/1/1974    | 3/27/2020   | 5,000        | Talos            | 31.7%  | TERMIN       |
| EUGENE ISLAND 57/58                      | EI 57  | G02601 | Federal | OP 4        | 5/1/1974    | 3/27/2020   | 5,000        | ANKOR En         | 15.8%  | TERMIN       |
| \$0 Liability                            | EI 88  | G10721 | Federal | OP          | 7/1/1989    | 2/22/2016   | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| EUGENE ISLAND 88/89/90/93/94/95          | EI 89  | 00044  | Federal | OP          | 8/28/1945   | 2/22/2016   | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| EUGENE ISLAND 88/89/90/93/94/95          | EI 89  | 00044  | Federal | OP 2        | 8/28/1945   | 2/22/2016   | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| *No FW asset ownership                   | EI 90  | 00229  | Federal | OP          | 11/19/1948  | 2/22/2016   | 1,250        | Fieldwood En     | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 93  | 00228  | Federal | OP          | 11/19/1948  | 2/22/2016   | 2,500        | Fieldwood En     | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 94  | G05488 | Federal | OP          | 7/1/1983    | 2/22/2016   | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| \$0 Liability                            | EI 95  | 00046  | Federal | OP          | 8/28/1945   | 2/22/2016   | 5,000        | Fieldwood En     | 75.0%  | TERMIN       |
| \$0 Liability                            | EW 525 | G33704 | Federal | RT          | 7/1/2010    | 6/19/2015   | 2,420        | Apache Shelf Exp | 46.9%  | RELINQ       |
| \$0 Liability                            | EW 526 | G33134 | Federal | RT          | 6/1/2009    | 5/31/2014   | 3,517        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                            | EW 781 | G33137 | Federal | RT          | 6/1/2009    | 5/31/2014   | 309          | Apache Shelf Exp | 100.0% | EXPIR        |
| EWING BANK 826/782 / SOUTH TIMBALIER 291 | EW 782 | G31470 | Federal | RT          | 12/1/2007   |             | 1,093        | Fieldwood En     | 100.0% | PROD         |
| \$0 Liability                            | EW 789 | G33139 | Federal | RT          | 7/1/2009    | 4/30/2015   | 5,760        | Apache Shelf Exp | 100.0% | RELINQ       |
| EWING BANK 826/782 / SOUTH TIMBALIER 291 | EW 826 | G05800 | Federal | RT          | 7/1/1983    |             | 5,760        | BP E&P           | 100.0% | PROD         |
| \$0 Liability                            | EW 905 | G34415 | Federal | RT          | 8/1/2012    | 7/7/2016    | 1,007        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | EW 906 | G33708 | Federal | RT          | 6/1/2010    | 4/7/2016    | 1,084        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | EW 949 | G34877 | Federal | RT          | 8/1/2013    | 7/7/2016    | 5,760        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | EW 950 | G33709 | Federal | RT          | 6/1/2010    | 4/7/2016    | 5,760        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | FM 411 | G08361 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.3%  | EXPIR        |
| \$0 Liability                            | FM 412 | G08362 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 16.0%  | EXPIR        |
| \$0 Liability                            | FM 455 | G08363 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.2%  | EXPIR        |
| \$0 Liability                            | FM 456 | G08364 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.3%  | EXPIR        |
| \$0 Liability                            | FM 499 | G08365 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.3%  | EXPIR        |
| \$0 Liability                            | FM 500 | G08366 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 16.0%  | EXPIR        |
| \$0 Liability                            | FM 543 | G08367 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.3%  | EXPIR        |
| \$0 Liability                            | FM 587 | G08368 | Federal | RT          | 8/1/1986    | 1/30/2015   | 5,760        | Chevron USA      | 24.3%  | EXPIR        |
| GALVESTON 151                            | GA 151 | G15740 | Federal | RT          | 11/1/1995   | 4/12/2016   | 4,804        | Fieldwood En     | 33.3%  | TERMIN       |



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Exhibit I-A(i)

| Field                                   | Block    | Lease  | Type    | Rights     | Date Le Eff | Date Le Exp | Le Cur Acres | Operator            | WI     | Lease Status |
|-----------------------------------------|----------|--------|---------|------------|-------------|-------------|--------------|---------------------|--------|--------------|
| HIGH IS. 179 / GA 180                   | GA 180   | G03228 | Federal | RT         | 9/1/1975    |             | 5,760        | Fieldwood En        | 100.0% | UNIT         |
| HIGH ISLAND 179                         | GA 192   | G03229 | Federal | CONT       | 9/1/1975    |             | 5,760        | Arena Off           | 90.0%  | UNIT         |
| GALVESTON 210                           | GA 210   | G25524 | Federal | OP 1       | 12/1/2003   |             | 5,760        | Fieldwood En        | 83.3%  | PROD         |
| GALVESTON 210                           | GA 210   | G25524 | Federal | OP 3       | 12/1/2003   |             | 5,760        | Fieldwood En        | 66.7%  | PROD         |
| GALVESTON 210                           | GA 210   | G25524 | Federal | OP 3       | 12/1/2003   |             | 5,760        | Fieldwood En        | 66.7%  | PROD         |
| GALVESTON 210                           | GA 210   | G25524 | Federal | OP         | 12/1/2003   |             | 5,760        | Fieldwood En        | 83.3%  | PROD         |
| \$0 Liability                           | GA 343   | G06105 | Federal | RT         | 10/1/1983   | 1/19/2014   | 5,760        | Black Elk En Off Op | 12.5%  | TERMIN       |
| \$0 Liability                           | GA 343   | G06105 | Federal | OP         | 10/1/1983   | 1/19/2014   | 5,760        | Black Elk En Off Op | 37.5%  | TERMIN       |
| \$0 Liability                           | GB 85    | G34515 | Federal | RT         | 8/1/2012    | 7/7/2016    | 4,450        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                           | GI 104   | G33671 | Federal | RT         | 7/1/2010    | 6/10/2015   | 5,000        | Apache Shelf Exp    | 46.9%  | RELINQ       |
| GRAND ISLE 110/116                      | GI 110   | G13943 | Federal | RT         | 8/1/1993    |             | 5,000        | Fieldwood En        | 50.0%  | UNIT         |
| GRAND ISLE 110/116                      | GI 116   | G13944 | Federal | RT         | 7/1/1993    |             | 5,000        | Fieldwood En        | 50.0%  | UNIT         |
| \$0 Liability                           | GI 117   | G32232 | Federal | RT         | 8/1/2008    | 7/31/2013   | 4,540        | Apache              | 100.0% | EXPIR        |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 32    | 00174  | Federal | RT         | 7/17/1948   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 32    | 00174  | Federal | OP 2       | 7/17/1948   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| \$0 Liability                           | GI 32    | G01580 | Federal | RT         | 7/1/1967    | 3/15/2016   | 2,500        | BP Am Prod          | 75.0%  | TERMIN       |
| \$0 Liability                           | GI 32    | G01580 | Federal | OP         | 7/1/1967    | 3/15/2016   | 2,500        | BP Am Prod          | 37.5%  | TERMIN       |
| \$0 Liability                           | GI 33    | G04002 | Federal | RT         | 3/1/1979    | 2/24/2017   | 5,000        | Fieldwood En        | 100.0% | RELINQ       |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 39    | 00127  | Federal | RT         | 4/21/1947   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 39    | 00127  | Federal | OP 2       | 4/21/1947   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 39    | 00126  | Federal | RT         | 4/21/1947   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 39    | 00126  | Federal | OP 2       | 4/21/1947   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 40    | 00128  | Federal | RT         | 4/21/1947   |             | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 40    | 00128  | Federal | OP 2       | 4/21/1947   |             | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 41    | 00129  | Federal | RT         | 4/21/1947   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 41    | 00129  | Federal | OP 2       | 4/21/1947   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 41    | 00130  | Federal | RT         | 4/21/1947   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 41    | 00130  | Federal | OP 2       | 4/21/1947   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 42    | 00131  | Federal | RT         | 4/21/1947   |             | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 42    | 00131  | Federal | OP 2       | 4/21/1947   |             | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 43    | 00175  | Federal | RT         | 7/17/1948   | -           | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 43    | 00175  | Federal | OP 2       | 7/17/1948   | -           | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 44    | 00176  | Federal | RT         | 7/17/1948   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 44    | 00176  | Federal | OP 2       | 7/17/1948   |             | 2,500        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 46    | 00132  | Federal | RT         | 4/21/1947   |             | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 46    | 00132  | Federal | OP 2       | 4/21/1947   |             | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 47    | 00133  | Federal | RT         | 4/21/1947   |             | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 47    | 00133  | Federal | OP 2       | 4/21/1947   |             | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 48    | 00134  | Federal | RT         | 4/21/1947   |             | 5,000        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 48    | 00134  | Federal | OP 2       | 4/21/1947   |             | 5,000        | GOM Shelf           | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 52    | 00177  | Federal | RT         | 7/17/1948   |             | 2,500        | GOM Shelf           | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 52    | 00177  | Federal | OP 1       | 7/17/1948   |             | 2,500        | GOM Shelf           | 50.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | GI 52    | 00177  | Federal | OP 1       | 7/17/1948   |             | 2,500        | GOM Shelf           | 50.0%  | UNIT         |
| \$0 Liability                           | GI 54    | G27173 | Federal | RT         | 7/1/2005    | 2/12/2017   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| GRAND ISLE 76                           | GI 76    | G02161 | Federal | RT         | 10/1/1972   | 9/18/2019   | 5,000        | Fieldwood En        | 95.8%  | RELINQ       |
| \$0 Liability                           | GI 90    | G04003 | Federal | RT         | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                           | GI 90    | G04003 | Federal | OP 1       | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                           | GI 90    | G04003 | Federal | OP 2       | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| \$0 Liability                           | GI 90    | G04003 | Federal | OP 4       | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| \$0 Liability                           | GI 90    | G04003 | Federal | OP 5       | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                           | GI 90    | G04003 | Federal | OP 6       | 3/1/1979    | 4/18/2016   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                           | GI 93    | G02628 | Federal | RT         | 5/1/1974    | 12/4/2014   | 5,000        | BP E&P              | 100.0% | TERMIN       |
| \$0 Liability                           | GI 93    | G02628 | Federal | OP         | 5/1/1974    | 12/4/2014   | 5,000        | BP E&P              | 100.0% | TERMIN       |
| GRAND ISLE 90/94                        | GI 94    | G02163 | Federal | RT         | 11/1/1972   | 7/27/2017   | 4,540        | Fieldwood En        | 100.0% | RELINQ       |
| GRAND ISLE 90/94                        | GI 94    | G02163 | Federal | OP         | 11/1/1972   | 7/27/2017   | 4,540        | Fieldwood En        | 100.0% | RELINQ       |
| \$0 Liability                           | GI 98    | G34354 | Federal | RT         | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| HIGH IS. 110/111                        | HI 110   | G02353 | Federal | RT         | 8/1/1973    | 5/31/2019   | 5,760        | W & T Off           | 20.0%  | TERMIN       |
| HIGH IS. 110/111                        | HI 111   | G02354 | Federal | RT         | 8/1/1973    | 4/30/2019   | 5,760        | W & T Off           | 20.0%  | TERMIN       |
| \$0 Liability                           | HI 114   | G32747 | Federal | RT         | 12/1/2008   | 11/30/2013  | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| HIGH IS. 116                            | HI 116   | G06156 | Federal | RT         | 10/1/1983   | 2/25/2015   | 5,760        | Fieldwood En        | 100.0% | TERMIN       |
| HIGH IS. 129                            | HI 129   | G01848 | Federal | RT         | 6/1/1968    |             | 5,760        | Fieldwood En        | 90.0%  | PROD         |
| HIGH IS. 129                            | HI 129   | G01848 | Federal | ORRI       | 6/1/1968    |             |              | Fieldwood En        | 10.4%  | PROD         |
| \$0 Liability                           | HI 132   | G32748 | Federal | RT         | 12/1/2008   | 11/30/2013  | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                           | HI 140   | 00518  | Federal | OP         | 1/1/1955    | 2/10/2015   | 5,760        | Black Elk En Off Op | 50.0%  | TERMIN       |
| \$0 Liability                           | HI 163   | G22236 | Federal | RT         | 12/1/2000   | 5/31/2015   | 5,760        | Fieldwood En        | 70.0%  | TERMIN       |
| HIGH ISLAND 176                         | HI 176   | G06164 | Federal | OPRTS Cont | 10/1/1983   | 12/1/2002   | 5,760        | Apache              | 49.5%  | TERMIN       |
| HIGH IS. 179 / GA 180                   | HI 179   | G03236 | Federal | RT         | 9/1/1975    |             | 5,760        | Cox Op              | 100.0% | UNIT         |
| HIGH ISLAND 179                         | HI 193   | G03237 | Federal | CONT       | 9/1/1975    |             | 5,760        | Arena Off           | 90.0%  | UNIT         |
| \$0 Liability                           | HI 194   | G06166 | Federal | RT         | 10/1/1983   | 7/21/2013   | 5,760        | Apache              | 100.0% | TERMIN       |
| \$0 Liability                           | HI 194   | G06166 | Federal | OP         | 10/1/1983   | 7/21/2013   | 5,760        | Apache              | 45.0%  | TERMIN       |
| \$0 Liability                           | HI 201   | G23199 | Federal | OP         | 12/1/2001   | 10/5/2014   | 5,760        | Apache Shelf        | 37.6%  | TERMIN       |
| HIGH IS. 206                            | HI 206   | G20660 | Federal | RT         | 1/1/1999    |             | 5,760        | Fieldwood En        | 100.0% | PROD         |
| HIGH ISLAND 45                          | HI 45    | G12564 | Federal | RT         | 10/1/1990   | 3/8/2015    | 4,367        | Fieldwood En        | 16.7%  | TERMIN       |
| HIGH ISLAND 45                          | HI 45    | G12564 | Federal | OP 1       | 10/1/1990   | 3/8/2015    | 4,367        | Fieldwood En        | 15.0%  | TERMIN       |
| HIGH ISLAND 45                          | HI 45    | G12564 | Federal | OP 2       | 10/1/1990   | 3/8/2015    | 4,367        | Fieldwood En        | 33.3%  | TERMIN       |
| \$0 Liability                           | HI 52    | 00508  | Federal | RT         | 1/1/1955    | 9/24/2013   | 1,440        | SandRidge En Off    | 75.0%  | TERMIN       |
| \$0 Liability                           | HI 52    | 00509  | Federal | RT         | 1/1/1955    | 9/24/2013   | 1,440        | Apache              | 75.0%  | TERMIN       |
| \$0 Liability                           | HI 52    | 00511  | Federal | RT         | 1/1/1955    | 9/24/2013   | 1,440        | Apache              | 75.0%  | TERMIN       |
| \$0 Liability                           | HI 53    | 00513  | Federal | RT         | 1/1/1955    | 9/24/2013   | 180          | Phoenix Exp         | 75.0%  | TERMIN       |
| \$0 Liability                           | HI 53    | 00740  | Federal | RT         | 4/1/1960    | 9/24/2013   | 1,440        | Apache              | 75.0%  | TERMIN       |
| \$0 Liability                           | HI A-133 | G32760 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A-145 | G32761 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A-146 | G32762 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                           | HI A-148 | G32763 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A-160 | G32764 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A-171 | G30679 | Federal | RT         | 12/1/2006   | 8/9/2014    | 5,760        | Walter O&G          | 33.3%  | TERMIN       |
| \$0 Liability                           | HI A-326 | G32777 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| HIGH IS. A-334                          | HI A-334 | G02423 | Federal | RT         | 8/1/1973    | 2/27/2014   | 5,760        | Fieldwood En        | 38.9%  | TERMIN       |
| HIGH IS. A-341                          | HI A-341 | G25605 | Federal | RT         | 12/1/2003   |             | 5,760        | Fieldwood En        | 60.0%  | PROD         |
| \$0 Liability                           | HI A-350 | G02428 | Federal | RT         | 8/1/1973    | 7/24/2013   | 4,345        | Apache              | 100.0% | RELINQ       |
| \$0 Liability                           | HI A360  | G34677 | Federal | RT         | 3/1/2013    | 2/18/2016   | 5,760        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                           | HI A361  | G34678 | Federal | RT         | 3/1/2013    | 2/24/2017   | 5,760        | Fieldwood En        | 100.0% | RELINQ       |
| \$0 Liability                           | HI A363  | G33413 | Federal | RT         | 10/1/2009   | 9/30/2014   | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| HIGH IS. A-365/A-376                    | HI A-365 | G02750 | Federal | RT         | 7/1/1974    |             | 5,760        | Fieldwood En        | 53.1%  | PROD         |
| HIGH IS. A-365/A-376                    | HI A-376 | G02754 | Federal | OP 1       | 7/1/1974    |             | 5,760        | Fieldwood En        | 100.0% | PROD         |
| HIGH IS. A-365/A-376                    | HI A-376 | G02754 | Federal | RT         | 7/1/1974    |             | 5,760        | Fieldwood En        | 44.4%  | PROD         |
| HIGH IS. A-365/A-376                    | HI A-376 | G2754  | Federal | ORRI       | 7/1/1974    |             |              | Fieldwood En        | 1.2%   | PROD         |
| HIGH IS. A-365/A-376                    | HI A-376 | G2754  | Federal | ORRI       | 7/1/1974    |             |              | Fieldwood En        | 6.0%   | PROD         |
| HIGH IS. A-573 (382/572/573/595/596)    | HI A-382 | G02757 | Federal | RT         | 7/1/1974    |             | 5,760        | Fieldwood En        | 72.4%  | PROD         |
| \$0 Liability                           | HI A406  | G32767 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A430  | G33412 | Federal | RT         | 10/1/2009   | 9/30/2014   | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| HIGH ISLAND A-442                       | HI A442  | G11383 | Federal | OP         | 11/1/1989   | 3/27/2017   | 5,760        | Northstar Off Grp   | 22.7%  | TERMIN       |
| \$0 Liability                           | HI A454  | G32769 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| \$0 Liability                           | HI A457  | G32770 | Federal | RT         | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |

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Exhibit I-A(i)

| Field                                    | Block    | Lease                | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator         | WI     | Lease Status |
|------------------------------------------|----------|----------------------|---------|--------|-------------|-------------|--------------|------------------|--------|--------------|
| HIGH IS. A-474                           | HI A-474 | G02366               | Federal | RT     | 8/1/1973    | 2/28/2017   | 5,760        | McMoRan O&G      | 10.0%  | TERMIN       |
| HIGH ISLAND A-474/489                    | HI A-475 | G02367               | Federal | CONT   | 8/1/1973    | 12/25/1999  | 5,760        | McMoRan O&G      | 10.0%  | TERMIN       |
| HIGH IS. A-474                           | HI A-489 | G02372               | Federal | RT     | 8/1/1973    | 2/28/2017   | 5,760        | McMoRan O&G      | 8.5%   | TERMIN       |
| Ex N                                     | HI A537  | G02698               | Federal | CONT   | 5/29/1974   | 11/2/2016   |              | McMoRan O&G      |        | TERMIN       |
| HIGH IS. A-545                           | HI A545  | G17199               | Federal | OP     | 1/1/1997    | 6/30/2019   | 5,760        | Fieldwood En     | 60.0%  | TERMIN       |
| HIGH IS. A-573 (382/572/573/595/596)     | HI A-572 | G02392               | Federal | RT     | 8/1/1973    | 5/18/2006   | 5,760        | Apache           | 72.4%  | TERMIN       |
| HIGH IS. A-573 (382/572/573/595/596)     | HI A-573 | G02393               | Federal | RT     | 8/1/1973    |             | 5,760        | Fieldwood En     | 72.4%  | PROD         |
| HIGH IS. A-563 (563/564/581/582)         | HI A-581 | G18959               | Federal | CONT   | 8/27/1997   | 7/1/2005    |              | Cox Op           | 24.7%  | TERMIN       |
| HIGH IS. A-563 (563/564/581/582)         | HI A582  | G02719               | Federal | RT     | 7/1/1974    |             | 5,760        | Cox Op           | 24.7%  | PROD         |
| HIGH IS. A-563 (563/564/581/582)         | HI A-582 | G02719               | Federal | OP 1   | 7/1/1974    |             | 5,760        | Cox Op           | 15.5%  | PROD         |
| HIGH IS. A-573 (382/572/573/595/596)     | HI A-595 | G02721               | Federal | RT     | 7/1/1974    |             | 5,760        | Fieldwood En     | 72.4%  | PROD         |
| HIGH IS. A-573 (382/572/573/595/596)     | HI A-596 | G02722               | Federal | RT     | 7/1/1974    |             | 5,760        | Fieldwood En     | 72.4%  | PROD         |
| MISSISSIPPI CANYON 109                   | MC 108   | G09777               | Federal | RT     | 7/1/1988    |             | 5,760        | BP E&P           | 75.2%  | PROD         |
| MISSISSIPPI CANYON 109                   | MC 108   | G09777               | Federal | OP     | 7/1/1988    |             | 5,760        | BP E&P           | 75.2%  | PROD         |
| MISSISSIPPI CANYON 109                   | MC 110   | G18192               | Federal | RT     | 8/1/1997    |             | 5,760        | Fieldwood En     | 50.0%  | PROD         |
| MISSISSIPPI CANYON 109                   | MC 110   | G18192               | Federal | ORRI   | 8/1/1997    |             |              | Fieldwood En     | 3.9%   | PROD         |
| MISSISSIPPI CANYON 21/65                 | MC 21    | G28351               | Federal | ORRI   | 7/1/1995    |             | 4,445        | ANKOR En         | 3.0%   | PROD         |
| MISSISSIPPI CANYON 311                   | MC 311   | G02968               | Federal | RT     | 12/1/1974   |             | 5,760        | Fieldwood En     | 100.0% | PROD         |
| MISSISSIPPI CANYON 21/65                 | MC 65    | G21742               | Federal | RT     | 6/1/2000    |             | 5,760        | ANKOR En         | 100.0% | PROD         |
| MISSISSIPPI CANYON 21/65                 | MC 65    | G21742               | Federal | ORRI   | 6/1/2000    |             |              | ANKOR En         | 13.0%  | PROD         |
| MATAGORDA ISLAND 519 FED / SL TX         | MI 486   | MF88560              | SL - TX | WI     | 10/5/1982   |             | 1,440        | Fieldwood        | 100.0% | EXPIRED      |
| MATAGORDA ISLAND 519 FED / SL TX         | MI 487   | MF-88562             | SL - TX | WI     | 10/5/1982   |             | 1,305        | Fieldwood        | 100.0% | SI           |
| MATAGORDA ISLAND 519 FED / SL TX         | MI 518   | G05169               | Federal | RT     | 1/1/1983    | 9/30/2019   | 5,675        | Fieldwood En     | 100.0% | TERMIN       |
| MATAGORDA ISLAND 519 FED / SL TX         | MI 518   | MF80522              | SL - TX | WI     | 10/2/1979   | 9/1/2019    | 85           | Fieldwood        | 100.0% | EXPIRED      |
| MATAGORDA ISLAND 519 FED / SL TX         | MI 519   | MF-79413             | SL - TX | WI     | 2/6/1979    |             | 739          | Fieldwood        | 100.0% | SI           |
| MATAGORDA IS. 622/623/635/636            | MI 622   | G05000               | Federal | RT     | 4/1/1982    | 8/23/2018   | 5,760        | Fieldwood En     | 81.0%  | TERMIN       |
| MATAGORDA IS. 622/623/635/636            | MI 622   | G05000               | Federal | OP     | 4/1/1982    | 8/23/2018   | 5,760        | BP E&P           | 37.5%  | TERMIN       |
| MATAGORDA IS. 622/623/635/636            | MI 623   | G03088               | Federal | RT     | 4/1/1975    | 8/23/2018   | 5,760        | Fieldwood En     | 81.0%  | TERMIN       |
| MATAGORDA IS. 622/623/635/636            | MI 623   | G03088               | Federal | OP     | 4/1/1975    | 8/23/2018   | 5,760        | BP E&P           | 37.5%  | TERMIN       |
| MATAGORDA IS. 622/623/635/636            | MI 635   | G06043               | Federal | RT     | 10/1/1983   | 8/23/2018   | 5,760        | Fieldwood En     | 81.0%  | TERMIN       |
| MATAGORDA IS. 622/623/635/636            | MI 635   | G06043               | Federal | OP     | 10/1/1983   | 8/23/2018   | 5,760        | BP E&P           | 37.5%  | TERMIN       |
| \$0 Liability                            | MI 636   | G34670               | Federal | RT     | 4/1/2013    | 3/25/2016   | 5,760        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MI 652   | G34022               | Federal | RT     | 2/1/2012    | 1/31/2017   | 5,760        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                            | MI 681   | G04703               | Federal | RT     | 9/1/1981    | 2/25/2014   | 5,760        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                            | MI 685   | G04548               | Federal | RT     | 1/1/1981    | 12/22/2014  | 5,760        | EOG Res          | 50.0%  | TERMIN       |
| \$0 Liability                            | MI 685   | G04548               | Federal | OP     | 1/1/1981    | 12/22/2014  | 5,760        | EOG Res          | 2.5%   | TERMIN       |
| \$0 Liability                            | MI 703   | G03733               | Federal | RT     | 6/1/1978    | 2/26/2014   | 5,760        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                            | MI 703   | G03733               | Federal | OP 1   | 6/1/1978    | 2/26/2014   | 5,760        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                            | MI 703   | G03733               | Federal | OP 2   | 6/1/1978    | 2/26/2014   | 5,760        | Fieldwood En     | 100.0% | TERMIN       |
|                                          | MI 772   | MF93351              | SL - TX | WI     | 2/7/1989    | 1/1/2017    | 704          | Fieldwood        | 100.0% | TERMINATED   |
| \$0 Liability                            | MO 820   | G34403               | Federal | RT     | 8/1/2012    | 7/7/2016    | 3,347        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MO 821   | G05058               | Federal | RT     | 4/1/1982    | 9/19/2014   | 4,028        | Fieldwood En     | 100.0% | TERMIN       |
|                                          | MO 821   | STATE OF ALABAMA 627 | SL - AL | WI     | 8/14/1984   | 1/1/2019    | 2,511        | Fieldwood        | 100.0% | TERMINATED   |
| MOBILE BAY 826                           | MO 826   | G26176               | Federal | RT     | 7/1/2004    |             | 1,430        | Fieldwood En     | 75.0%  | PROD         |
| \$0 Liability                            | MO 871   | G32272               | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,760        | Apache           | 100.0% | EXPIR        |
| \$0 Liability                            | MO 913   | G33131               | Federal | RT     | 6/1/2009    | 5/31/2014   | 5,760        | Apache Shelf Exp | 75.0%  | EXPIR        |
| \$0 Liability                            | MO 914   | G33132               | Federal | RT     | 6/1/2009    | 5/31/2014   | 5,760        | Apache Shelf Exp | 75.0%  | EXPIR        |
|                                          | MP 120   | G3197                | Federal | ORRI   | 7/1/1975    |             |              | Arena Off        | 2.0%   | PROD         |
|                                          | MP 120   | G03197               | Federal | ORRI   | 5/28/1975   |             |              | Arena Off        | 2.0%   | PROD         |
| \$0 Liability                            | MP 134   | G34375               | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,995        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 135   | G34376               | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,995        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 136   | G34377               | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,995        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 137   | G34378               | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,995        | Apache Shelf Exp | 100.0% | RELINQ       |
| MAIN PASS 140                            | MP 140   | G02193               | Federal | RT     | 10/1/1972   |             | 4,995        | Fieldwood En     | 65.0%  | PROD         |
| \$0 Liability                            | MP 143   | G34380               | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,995        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 146   | G34860               | Federal | RT     | 7/1/2013    | 6/21/2017   | 4,561        | Apache Shelf Exp | 75.0%  | RELINQ       |
| \$0 Liability                            | MP 147   | G34861               | Federal | RT     | 7/1/2013    | 6/21/2017   | 4,561        | Apache Shelf Exp | 75.0%  | RELINQ       |
| \$0 Liability                            | MP 148   | G34381               | Federal | RT     | 11/1/2012   | 10/4/2016   | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 149   | G34382               | Federal | RT     | 11/1/2012   | 10/4/2016   | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 150   | G34862               | Federal | RT     | 7/1/2013    | 6/21/2017   | 5,000        | Apache Shelf Exp | 75.0%  | RELINQ       |
| SOUTH PASS 64/65 / MAIN PASS 152/153     | MP 152   | G01966               | Federal | RT     | 1/1/1970    |             | 4,978        | Fieldwood En     | 50.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153     | MP 152   | G01966               | Federal | OP     | 1/1/1970    |             | 4,978        | Fieldwood En     | 75.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153     | MP 153   | G01967               | Federal | RT     | 1/1/1970    |             | 5,000        | Fieldwood En     | 50.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153     | MP 153   | G01967               | Federal | OP     | 1/1/1970    |             | 5,000        | Fieldwood En     | 75.0%  | UNIT         |
| \$0 Liability                            | MP 166   | G26152               | Federal | RT     | 7/1/2004    | 11/3/2014   | 4,995        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                            | MP 175   | G08753               | Federal | OP     | 8/1/1987    | 9/1/2013    | 4,995        | Tana Exp         | 21.2%  | TERMIN       |
| \$0 Liability                            | MP 255   | G07825               | Federal | RT     | 8/1/1985    | 3/9/2014    | 4,995        | Fieldwood En     | 52.4%  | TERMIN       |
| MAIN PASS 259/260 / VIOSCA KNOLL 693/694 | MP 259   | G07827               | Federal | RT     | 9/1/1985    | 7/11/2020   | 4,995        | Fieldwood En     | 56.9%  | TERMIN       |
| MAIN PASS 259/260 / VIOSCA KNOLL 693/694 | MP 260   | G07828               | Federal | RT     | 9/1/1985    | 7/11/2020   | 4,995        | Fieldwood En     | 56.9%  | TERMIN       |
| MAIN PASS 270                            | MP 270   | G22812               | Federal | ORRI   | 7/1/2001    |             | 4,995        | Castex Off       | 1.0%   | UNIT         |
| \$0 Liability                            | MP 271   | G34388               | Federal | RT     | 10/1/2012   | 9/30/2017   | 4,995        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                            | MP 272   | G34865               | Federal | RT     | 7/1/2013    | 6/21/2017   | 4,995        | Apache Shelf Exp | 75.0%  | RELINQ       |
| *No FW lease ownership                   | MP 273   | G33690               | Federal | RT     | 7/1/2010    |             | 4,995        | Castex Off       | 37.5%  | UNIT         |
| \$0 Liability                            | MP 274   | G33691               | Federal | RT     | 7/1/2010    | 6/30/2015   | 4,995        | Castex Off       | 37.5%  | EXPIR        |
| MAIN PASS 270/275/289/290                | MP 275   | G15395               | Federal | RT     | 9/1/1995    |             | 4,995        | Fieldwood En     | 100.0% | PROD         |
| MAIN PASS 270/275/289/290                | MP 275   | G15395               | Federal | ORRI   | 9/1/1995    |             |              | Fieldwood En     | 8.3%   | PROD         |
| *No FW asset ownership                   | MP 281   | G10910               | Federal | RT     | 7/1/1989    |             | 4,995        | EnVen En Vent    | 50.0%  | PROD         |
| *No FW asset ownership                   | MP 281   | G10910               | Federal | OP     | 7/1/1989    |             | 4,995        | EnVen En Vent    | 30.0%  | PROD         |
|                                          | MP 281   | G10910               | Federal | ORRI   | 7/1/1989    |             |              | EnVen En Vent    | 3.1%   | PROD         |
| MAIN PASS 270/275/289/290                | MP 289   | G01666               | Federal | RT     | 7/1/1967    |             | 4,561        | Fieldwood En     | 100.0% | PROD         |
| \$0 Liability                            | MP 290   | G34866               | Federal | RT     | 7/1/2013    | 6/21/2017   | 4,561        | Apache Shelf Exp | 75.0%  | RELINQ       |
| MAIN PASS 275/289/290                    | MP 290   | G01667               | Federal | RT     | 7/1/1967    | 11/22/2012  | 4,561        | Apache           | 100.0% | TERMIN       |
| \$0 Liability                            | MP 291   | G34391               | Federal | RT     | 11/1/2012   | 10/31/2017  | 4,561        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                            | MP 292   | G34392               | Federal | RT     | 11/1/2012   | 10/4/2016   | 4,561        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                            | MP 293   | G34393               | Federal | RT     | 11/1/2012   | 10/31/2017  | 4,561        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                            | MP 294   | G34394               | Federal | RT     | 11/1/2012   | 10/4/2016   | 4,561        | Apache Shelf Exp | 100.0% | RELINQ       |
| MAIN PASS 295                            | MP 295   | G32263               | Federal | CONT   | 8/1/2008    | 7/31/2015   | 4,561        | Fieldwood En     | 37.5%  | TERMIN       |
| MAIN PASS 296/303/304                    | MP 296   | G01673               | Federal | RT     | 6/1/1967    |             | 4,561        | GOM Shelf        | 50.0%  | UNIT         |
| MAIN PASS 296/303/304                    | MP 296   | G01673               | Federal | OP     | 6/1/1967    |             | 4,561        | GOM Shelf        | 25.0%  | UNIT         |
| \$0 Liability                            | MP 297   | G34395               | Federal | RT     | 11/1/2012   | 10/4/2016   | 4,561        | Apache Shelf Exp | 100.0% | RELINQ       |
| MAIN PASS 300/301                        | MP 300   | G01317               | Federal | OP     | 6/1/1962    |             | 4,561        | Cantium          | 10.4%  | UNIT         |
| MAIN PASS 300/301                        | MP 301   | G04486               | Federal | OP 1   | 11/1/1980   | 8/23/2019   | 5,000        | Walter O&G       | 10.4%  | TERMIN       |
| MAIN PASS 300/301                        | MP 301   | G04486               | Federal | OP 2   | 11/1/1980   | 8/23/2019   | 5,000        | Walter O&G       | 6.3%   | TERMIN       |
| MAIN PASS 300/301                        | MP 301   | G04486               | Federal | OP 3   | 11/1/1980   | 8/23/2019   | 5,000        | Walter O&G       | 10.4%  | TERMIN       |
| MAIN PASS 300/301                        | MP 301   | G04486               | Federal | RT     | 11/1/1980   | 8/23/2019   | 5,000        | Walter O&G       | 10.4%  | TERMIN       |
| MAIN PASS 311/312                        | MP 302   | G32264               | Federal | RT     | 7/1/2008    |             | 5,000        | GOM Shelf        | 100.0% | PROD         |
| MAIN PASS 296/303/304                    | MP 303   | G04253               | Federal | OP 1   | 12/1/1979   |             | 5,000        | Fieldwood En     | 25.0%  | UNIT         |
| MAIN PASS 296/303/304                    | MP 303   | G04253               | Federal | RT     | 12/1/1979   |             | 5,000        | Fieldwood En     | 100.0% | UNIT         |
| MAIN PASS 308/309/310                    | MP 304   | G03339               | Federal | OP     | 4/1/1976    |             | 5,000        | ConocoPhillips   | 100.0% | UNIT         |
| \$0 Liability                            | MP 305   | G34396               | Federal | RT     | 12/1/2012   | 11/22/2016  | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| MAIN PASS 308/309/310                    | MP 308   | G32265               | Federal | RT     | 8/1/2008    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| MAIN PASS 308/309/310                    | MP 309   | G08760               | Federal | RT     | 6/1/1987    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| MAIN PASS 308/309/310                    | MP 310   | G04126               | Federal | RT     | 10/1/1979   |             | 5,000        | Fieldwood En     | 100.0% | UNIT         |
| MAIN PASS 311/312                        | MP 311   | G02213               | Federal | RT     | 11/1/1972   |             | 5,000        | GOM Shelf        | 50.0%  | PROD         |

| Field                                         | Block    | Lease    | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator            | WI     | Lease Status |
|-----------------------------------------------|----------|----------|---------|--------|-------------|-------------|--------------|---------------------|--------|--------------|
| MAIN PASS 311/312                             | MP 311   | G02213   | Federal | OP     | 11/1/1972   |             | 5,000        | GOM Shelf           | 25.0%  | PROD         |
| MAIN PASS 311/312                             | MP 312   | G16520   | Federal | RT     | 7/1/1996    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| MAIN PASS 311/312                             | MP 314   | G33693   | Federal | OP     | 7/1/2010    | 6/30/2015   | 5,000        | Apache Shelf Exp    | 80.0%  | EXPIR        |
| MAIN PASS 308/309/310                         | MP 315   | G08467   | Federal | RT     | 7/1/1986    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| MAIN PASS 308/309/310                         | MP 315   | G08467   | Federal | OP 3   | 7/1/1986    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| MAIN PASS 308/309/310                         | MP 315   | G08467   | Federal | OP 1   | 7/1/1986    |             | 5,000        | Fieldwood En        | 80.0%  | PROD         |
|                                               | MP 5     | SL13890  | SL- LA  | WI     |             |             | 26           | Apache              | 50.0%  | TERMIN       |
| MAIN PASS 59                                  | MP 59    | G03194   | Federal | OP     | 7/1/1975    |             | 1,406        | Cantium             | 37.5%  | UNIT         |
| MAIN PASS 59                                  | MP 59    | G08461   | Federal | OP     | 7/1/1986    |             | 2,340        | Cantium             | 37.5%  | UNIT         |
|                                               | MP 6     | SL03771  | SL- LA  | WI     | 4/26/1961   | 6/28/2012   | 1,067        | Apache              | 50.0%  | TERMIN       |
|                                               | MP 6     | SL13580  | SL- LA  | WI     |             |             | 287          | Apache              | 50.0%  | TERMIN       |
|                                               | MP 6     | SL13891  | SL- LA  | WI     |             |             | 270          | Apache              | 50.0%  | TERMIN       |
| MAIN PASS 64                                  | MP 64    | G04909   | Federal | ORRI   | 12/1/1981   |             | 4,988        | Sanare En Part      | 4.2%   | UNIT         |
|                                               | MP 7     | SL03773  | SL- LA  | WI     | 4/26/1961   | 6/28/2012   | -            | Apache              | 50.0%  | TERMIN       |
|                                               | MP 7     | SL13892  | SL- LA  | WI     |             |             | 44           | Apache              | 50.0%  | TERMIN       |
| \$0 Liability                                 | MP 74    | G34857   | Federal | RT     | 8/1/2013    | 7/7/2016    | 1,733        | Apache Shelf Exp    | 75.0%  | RELINQ       |
| MAIN PASS 77                                  | MP 77    | G04481   | Federal | RT     | 11/1/1980   |             | 4,655        | Fieldwood En Off    | 26.2%  | RELINQ       |
| MAIN PASS 77                                  | MP 77/78 | G04481   | Federal | OP     | 11/1/1980   |             | 4,655        | Fieldwood En Off    | 23.5%  | RELINQ       |
| MAIN PASS 6/7 FED / SL LA                     | MP 91    | G14576   | Federal | RT     | 5/1/1994    | 3/18/2008   | 1,017        | Apache              | 100.0% | TERMIN       |
|                                               | MU 883   | MF98761  | SL- TX  | WI     |             | 10/1/2012   |              | Apache              | 100.0% | TERMIN       |
| MUSTANG ISLAND A-111                          | MU A-111 | G03068   | Federal | RT     | 4/1/1975    | 1/12/2013   | 5,760        | Apache              | 100.0% | TERMIN       |
| \$0 Liability                                 | MU A133  | G33392   | Federal | RT     | 10/1/2009   | 9/30/2014   | 5,760        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                                 | MU A134  | G32724   | Federal | RT     | 11/1/2008   | 10/31/2013  | 5,760        | Apache              | 100.0% | EXPIR        |
| MUSTANG ISLAND A-85                           | MU A85   | G03061   | Federal | RT     | 4/1/1975    |             | 5,760        | EnVen En Vent       | 53.3%  | PROD         |
| \$0 Liability                                 | PE 881   | G06390   | Federal | OP     | 2/1/1984    | 10/17/2013  | 5,760        | ConocoPhillips      | 18.8%  | TERMIN       |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | PL 1     | G04234   | Federal | RT     | 1/1/1980    | 7/10/2020   | 1,568        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | PL 10    | G02925   | Federal | RT     | 12/1/1974   | 7/26/2020   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | PL 11    | 00071    | Federal | RT     | 9/12/1946   | 9/8/2020    | 5,000        | Fieldwood En        | 100.0% | RELINQ       |
| SOUTH PELTO 13                                | PL 13    | G03171   | Federal | RT     | 7/1/1975    | 5/23/2018   | 5,000        | ANKOR En            | 12.5%  | TERMIN       |
| SOUTH PELTO 13                                | PL 13    | G03171   | Federal | OP 1   | 7/1/1975    | 5/23/2018   | 391          | ANKOR En            | 12.5%  | TERMIN       |
| SOUTH PELTO 13                                | PL 13    | G03171   | Federal | OP 2   | 7/1/1975    | 5/23/2018   | 3,906        | ANKOR En            | 12.5%  | TERMIN       |
| SOUTH PELTO 13                                | PL 13    | G03171   | Federal | OP 3   | 7/1/1975    | 5/23/2018   | 703          | ANKOR En            | 4.4%   | TERMIN       |
| SOUTH PELTO 13                                | PL 13    | G03171   | Federal | OP 5   | 7/1/1975    | 5/23/2018   | 391          | ANKOR En            | 12.5%  | TERMIN       |
| SOUTH PELTO 25                                | PL 25    | G14535   | Federal | RT     | 7/1/1994    | 7/30/2019   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| *No FW asset ownership                        | PL 5     | G12027   | Federal | RT     | 6/1/1990    | 5/13/2019   | 5,000        | Talos En Off        | 100.0% | RELINQ       |
| \$0 Liability                                 | PL 6     | G09651   | Federal | RT     | 5/1/1988    | 7/12/2017   | 5,000        | Walter O&G          | 100.0% | RELINQ       |
| \$0 Liability                                 | PL 6     | G09651   | Federal | OP 1   | 5/1/1988    | 7/12/2017   | 5,000        | Walter O&G          | 35.0%  | RELINQ       |
| \$0 Liability                                 | PL 6     | G09651   | Federal | OP 2   | 5/1/1988    | 7/12/2017   | 5,000        | Walter O&G          | 65.0%  | RELINQ       |
| \$0 Liability                                 | PL 8     | G03587   | Federal | RT     | 8/1/1977    | 6/19/2018   | 5,000        | ANKOR En            | 12.5%  | TERMIN       |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | PL 9     | G02924   | Federal | RT     | 12/1/1974   | 7/26/2020   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | PL 9     | G02924   | Federal | OP     | 12/1/1974   | 7/26/2020   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
|                                               | PN 883   | MF100410 | SL- TX  | WI     | 10/6/1998   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 883   | MF100411 | SL- TX  | WI     | 10/6/1998   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 883   | MF100412 | SL- TX  | WI     | 10/6/1998   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 883   | MF101898 | SL- TX  | WI     | 10/6/1998   |             |              | Apache              | 35.0%  | TERMIN       |
|                                               | PN 883   | MF96146  | SL- TX  | WI     | 10/4/1994   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 883   | MF96147  | SL- TX  | WI     | 10/4/1994   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 883   | SL96146  | SL- TX  | WI     | 10/4/1994   | 1/0/1900    | 720          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 899L  | MF100413 | SL- TX  | WI     | 10/6/1998   | 1/0/1900    | 375          | Fieldwood           | 35.0%  | ACTIVE       |
|                                               | PN 899L  | MF100414 | SL- TX  | WI     | 10/6/1998   | 1/0/1900    | 360          | Fieldwood           | 35.0%  | ACTIVE       |
| NORTH PADRE ISLAND 969                        | PN 969   | G05953   | Federal | RT     | 10/1/1983   | 6/30/2015   | 5,760        | Peregrine O&G II    | 8.3%   | TERMIN       |
| NORTH PADRE ISLAND 969                        | PN 976   | G05954   | Federal | RT     | 10/1/1983   | 6/30/2015   | 5,760        | Peregrine O&G II    | 8.3%   | TERMIN       |
| \$0 Liability                                 | SA 10    | G03958   | Federal | RT     | 3/1/1979    | 12/29/2017  | 3,144        | Fieldwood En        | 92.3%  | TERMIN       |
| \$0 Liability                                 | SA 10    | G03958   | Federal | OP     | 3/1/1979    | 12/29/2017  | 3,144        | Fieldwood En        | 20.0%  | TERMIN       |
| *No FW asset ownership                        | SA 13    | G03959   | Federal | OP     | 3/1/1979    | 1/16/2020   | 5,000        | Renaissance Off     | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 10/18                         | SM 10    | G01181   | Federal | RT     | 4/1/1962    | 1/6/2019    | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH MARSH IS. 105/106                       | SM 105   | G17938   | Federal | RT     | 8/1/1997    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH MARSH IS. 105/106                       | SM 106   | G02279   | Federal | RT     | 2/1/1973    | 11/19/2015  | 2,500        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH MARSH IS. 105/106                       | SM 106   | G03776   | Federal | RT     | 6/1/1978    |             | 2,500        | Fieldwood En        | 100.0% | PROD         |
| SOUTH MARSH ISLAND 107/108                    | SM 108   | 00792    | Federal | RT     | 5/1/1960    | -           | 5,000        | Talos En Off        | 25.0%  | PROD         |
| SOUTH MARSH ISLAND 107/108                    | SM 108   | 00792    | Federal | OP     | 5/1/1960    | -           | 5,000        | Talos En Off        | 12.5%  | PROD         |
| SOUTH MARSH IS. 10/18                         | SM 11    | G01182   | Federal | RT     | 3/1/1962    |             | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SOUTH MARSH IS. 127/128                       | SM 127   | G02883   | Federal | RT     | 12/1/1974   |             | 2,784        | Fieldwood En        | 66.7%  | PROD         |
| SOUTH MARSH IS. 127/128                       | SM 127   | G02883   | Federal | OP 2   | 12/1/1974   |             | 2,784        | Fieldwood En        | 33.3%  | PROD         |
| SOUTH MARSH IS. 127/128                       | SM 127   | G02883   | Federal | RT     | 12/1/1974   |             | 2,784        | Fieldwood En        | 17.3%  | PROD         |
| SOUTH MARSH IS. 127/128                       | SM 127   | G02883   | Federal | OP 2   | 12/1/1974   |             | 2,784        | Fieldwood En        | 8.7%   | PROD         |
| SOUTH MARSH IS. 127/128                       | SM 128   | G02587   | Federal | RT     | 5/1/1974    |             | 5,000        | Fieldwood En        | 66.7%  | PROD         |
| SOUTH MARSH IS. 127/128                       | SM 128   | G02587   | Federal | RT     | 5/1/1974    |             | 5,000        | Fieldwood En        | 17.3%  | PROD         |
| SOUTH MARSH IS. 132                           | SM 132   | G02282   | Federal | RT     | 2/1/1973    | 4/1/2016    | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 136/137/149/150               | SM 135   | G19776   | Federal | RT     | 5/1/1998    | 2/18/2012   | 3,293        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 136/137/149/150               | SM 136   | G02588   | Federal | RT     | 5/1/1974    | 8/4/2019    | 2,500        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 136/137/149/150               | SM 137   | G02589   | Federal | RT     | 5/1/1974    | 6/30/2015   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH ISLAND 141                        | SM 141   | G02885   | Federal | OP 2   | 12/1/1974   | 4/1/2016    | 5,000        | Fieldwood En        | 66.7%  | TERMIN       |
| SOUTH MARSH ISLAND 141                        | SM 141   | G02885   | Federal | RT     | 12/1/1974   | 4/1/2016    | 5,000        | Fieldwood En        | 77.6%  | TERMIN       |
| SOUTH MARSH ISLAND 141                        | SM 141   | G02885   | Federal | OP 2   | 12/1/1974   | 4/1/2016    | 5,000        | Fieldwood En        | 17.3%  | TERMIN       |
| SOUTH MARSH IS. 136/137/149/150               | SM 149   | G02592   | Federal | RT     | 5/1/1974    |             | 2,500        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH MARSH IS. 136/137/149/150               | SM 150   | G16325   | Federal | RT     | 6/1/1996    | 5/22/2018   | 3,329        | Fieldwood En        | 50.0%  | RELINQ       |
| SOUTH MARSH ISLAND 161                        | SM 161   | G04809   | Federal | RT     | 9/1/1981    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| \$0 Liability                                 | SM 171   | G34273   | Federal | RT     | 9/1/2012    | 8/31/2017   | 5,000        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                                 | SM 172   | G34274   | Federal | RT     | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SM 177   | G34275   | Federal | RT     | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SM 178   | G34276   | Federal | RT     | 9/1/2012    | 8/31/2017   | 5,000        | Apache Shelf Exp    | 100.0% | EXPIR        |
| SOUTH MARSH IS. 10/18                         | SM 18    | G08680   | Federal | RT     | 6/1/1987    | 11/3/2019   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 10/18                         | SM 18    | G08680   | Federal | OP     | 6/1/1987    | 11/3/2019   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                                 | SM 188   | G34277   | Federal | RT     | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SM 189   | G34278   | Federal | RT     | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SM 193   | G34279   | Federal | RT     | 9/1/2012    | 8/23/2016   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SM 195   | G21108   | Federal | ORRI   | 6/1/1999    | 12/27/2015  |              | Tarpon O&D          | 4.0%   | TERMIN       |
|                                               | SM 236   | G4437    | Federal | ORRI   | 11/1/1980   |             |              | Cox Op              | 4.4%   | UNIT         |
| SOUTH MARSH IS. 241                           | SM 241   | 00310    | Federal | RT     | 2/7/1936    | -           | 114,601      | Cox Op              | 60.0%  | UNIT         |
| SOUTH MARSH IS. 241                           | SM 241   | 00310    | Federal | OP     | 2/7/1936    | -           | 114,601      | Cox Op              | 60.0%  | UNIT         |
| SOUTH MARSH IS. 241                           | SM 241   | 00310    | Federal | Unit   | 2/7/1936    | -           | 114,601      | Cox Op              | 16.0%  | UNIT         |
| Ex N                                          | SM 268   | G02310   | Federal | CONT   | 12/19/1972  | 9/7/2009    |              | Apache              | 69.9%  | TERMIN       |
| \$0 Liability                                 | SM 268   | G34284   | Federal | RT     | 8/1/2012    | 7/31/2017   | 3,237        | Apache Shelf Exp    | 100.0% | EXPIR        |
| SOUTH MARSH IS. 268/269/280/281               | SM 269   | G02311   | Federal | RT     | 1/1/1973    |             | 5,000        | Fieldwood En        | 72.8%  | PROD         |
| SOUTH MARSH IS. 268/269/280/281               | SM 280   | G14456   | Federal | OP 1   | 6/1/1994    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH MARSH IS. 268/269/280/281               | SM 280   | G14456   | Federal | OP 3   | 6/1/1994    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH MARSH IS. 268/269/280/281               | SM 280   | G14456   | Federal | RT     | 6/1/1994    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH MARSH IS. 268/269/280/281               | SM 281   | G02600   | Federal | RT     | 4/1/1974    |             | 3,214        | Fieldwood En        | 68.1%  | PROD         |
| \$0 Liability                                 | SM 34    | G13897   | Federal | OP     | 5/1/1993    | 8/24/2014   | 5,000        | Black Elk En Off Op | 50.0%  | TERMIN       |
| \$0 Liability                                 | SM 44    | G23840   | Federal | RT     | 5/1/2002    | 3/25/2014   | 5,000        | SandRidge En Off    | 100.0% | TERMIN       |
| SOUTH MARSH IS. 39                            | SM 48    | 00786    | Federal | RT     | 5/1/1960    | -           | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH MARSH ISLAND 58                         | SM 58    | G01194   | Federal | RT     | 5/1/1962    |             | 5,000        | ANKOR En            | 100.0% | PROD         |
| SOUTH MARSH IS. 66                            | SM 66    | G01198   | Federal | RT     | 6/1/1962    | 9/25/2019   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |

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Exhibit I-A(i)

| Field                                         | Block  | Lease  | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator            | WI     | Lease Status |
|-----------------------------------------------|--------|--------|---------|--------|-------------|-------------|--------------|---------------------|--------|--------------|
| \$0 Liability                                 | SM 7   | G33610 | Federal | RT     | 7/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| SOUTH MARSH IS. 76                            | SM 76  | G01208 | Federal | RT     | 6/1/1962    | 1/26/2020   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| SOUTH MARSH IS. 93                            | SM 93  | G21618 | Federal | RT     | 5/1/2000    |             | 5,000        | Talos ERT           | 12.5%  | PROD         |
| \$0 Liability                                 | SM 97  | G32159 | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,000        | Apache              | 100.0% | EXPIR        |
| SOUTH PASS 60                                 | SP 61  | G01609 | Federal | OP     | 7/1/1967    |             | 5,000        | Fieldwood En        | 100.0% | UNIT         |
| SOUTH PASS 62                                 | SP 62  | G01294 | Federal | RT     | 6/1/1962    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| \$0 Liability                                 | SP 63  | G34365 | Federal | RT     | 8/1/2012    | 7/31/2017   | 5,000        | Apache Shelf Exp    | 100.0% | EXPIR        |
| SOUTH PASS 64/65 / MAIN PASS 152/153          | SP 64  | G01901 | Federal | RT     | 1/1/1969    |             | 5,000        | Fieldwood En        | 50.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153          | SP 64  | G01901 | Federal | OP     | 1/1/1969    |             | 5,000        | Fieldwood En        | 75.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153          | SP 65  | G01610 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 50.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153          | SP 65  | G01610 | Federal | OP     | 7/1/1967    |             | 5,000        | Fieldwood En        | 75.0%  | UNIT         |
| SOUTH PASS 64/65 / MAIN PASS 152/153          | SP 66  | G1611  | Federal | ORRI   | 6/1/1967    |             |              | Fieldwood En        | 8.3%   | UNIT         |
| \$0 Liability                                 | SP 68  | G34366 | Federal | RT     | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                                 | SP 69  | G34367 | Federal | RT     | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| SOUTH PASS 61/70                              | SP 70  | G01614 | Federal | RT     | 6/1/1967    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH PASS 75                                 | SP 75  | G05051 | Federal | OP 2   | 4/1/1982    | 1/23/2016   | 5,000        | GOM Shelf           | 28.8%  | TERMIN       |
| SOUTH PASS 75                                 | SP 75  | G05051 | Federal | RT     | 4/1/1982    | 1/23/2016   | 5,000        | GOM Shelf           | 71.2%  | TERMIN       |
| SOUTH PASS 75                                 | SP 75  | G05051 | Federal | OP 2   | 4/1/1982    | 1/23/2016   | 5,000        | GOM Shelf           | 71.2%  | TERMIN       |
| SOUTH PASS 83                                 | SP 83  | G05052 | Federal | ORRI   | 4/1/1982    | 2/27/2020   | 5,000        | Arena Off           | 0.7%   | RELINQ       |
| SOUTH PASS 87/89 / WEST DELTA 128             | SP 87  | G07799 | Federal | RT     | 9/1/1985    | 8/2/2020    | 3,540        | Fieldwood En        | 33.3%  | TERMIN       |
| SOUTH PASS 87/89 / WEST DELTA 128             | SP 87  | G07799 | Federal | RT     | 9/1/1985    | 8/2/2020    | 3,540        | Fieldwood En        | 33.3%  | TERMIN       |
| SOUTH PASS 87/89 / WD 128                     | SP 88  | G10894 | Federal | RT     | 6/1/1989    | 5/2/2012    | 3,540        | Apache              | 100.0% | RELINQ       |
| SOUTH PASS 87/89 / WEST DELTA 128             | SP 89  | G01618 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| \$0 Liability                                 | SP 96  | G31431 | Federal | RT     | 3/1/2008    | 2/21/2014   | 5,000        | Stone En            | 50.0%  | RELINQ       |
| SHIP SHOAL 105/126/129                        | SS 105 | G09614 | Federal | RT     | 8/1/1988    |             | 5,000        | Bennu O&G           | 100.0% | PROD         |
| SHIP SHOAL 105/126/129                        | SS 105 | G09614 | Federal | OP 2   | 8/1/1988    |             | 5,000        | Bennu O&G           | 100.0% | PROD         |
| SHIP SHOAL 105/126/129                        | SS 105 | G09614 | Federal | OP 3   | 8/1/1988    |             | 5,000        | Bennu O&G           | 100.0% | PROD         |
| SHIP SHOAL 105/126/129                        | SS 126 | G12940 | Federal | RT     | 5/1/1991    | 2/16/2020   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SHIP SHOAL 105/126/129                        | SS 126 | G12940 | Federal | OP     | 5/1/1991    | 2/16/2020   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SHIP SHOAL 105/126/129                        | SS 129 | G12941 | Federal | RT     | 5/1/1991    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 105/126/129                        | SS 129 | G12941 | Federal | ORRI   | 5/1/1991    |             |              | Fieldwood En        | 3.3%   | PROD         |
| SHIP SHOAL 130                                | SS 130 | 00453  | Federal | ORRI   | 1/1/1955    | 2/25/2020   | 5,000        | W&T Off             | 3.0%   | TERMIN       |
| SHIP SHOAL 145                                | SS 145 | G34831 | Federal | CONT   | 9/1/2013    | 10/31/2019  | 5,000        | Hoactzin Part       | 25.0%  | TERMIN       |
| SHIP SHOAL 150                                | SS 150 | 00419  | Federal | ORRI   | 11/1/1954   | -           | 5,000        | Ridgelake En        | 5.0%   | PROD         |
| SHIP SHOAL 151                                | SS 151 | G15282 | Federal | RT     | 7/1/1995    |             | 5,000        | EnVen En Vent       | 100.0% | PROD         |
| \$0 Liability                                 | SS 153 | G18011 | Federal | RT     | 7/1/1997    | 7/5/2016    | 5,000        | Fieldwood En        | 33.3%  | TERMIN       |
|                                               | SS 154 | 00420  | Federal | ORRI   | 11/1/1954   |             |              | Ridgelake En        | 8.0%   | PROD         |
| SHIP SHOAL 159                                | SS 159 | G11984 | Federal | OP     | 7/1/1990    | 10/31/2019  | 5,000        | Hoactzin Part       | 15.5%  | TERMIN       |
| SHIP SHOAL 169/182/193/194                    | SS 169 | 00820  | Federal | RT     | 4/1/1960    |             | 5,000        | Fieldwood En        | 66.7%  | PROD         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176       | SS 175 | G05550 | Federal | RT     | 7/1/1983    |             | 5,000        | Chevron USA         | 66.7%  | UNIT         |
| EUGENE IS. 211/212 / SHIP SHOAL 175/176       | SS 176 | G33646 | Federal | RT     | 7/1/2010    |             | 5,000        | Fieldwood En        | 40.0%  | PROD         |
| SHIP SHOAL 178                                | SS 178 | G05551 | Federal | RT     | 7/1/1983    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 169/182/193/194                    | SS 182 | G03998 | Federal | RT     | 3/1/1979    |             | 2,500        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 189                                | SS 188 | G05203 | Federal | CONT   | 1/1/1983    | 12/30/1991  | 5,027        | Fieldwood En        | 100.0% | TERMIN       |
| SHIP SHOAL 189                                | SS 189 | G04232 | Federal | OP 5   | 12/1/1979   |             | 5,000        | Fieldwood En        | 99.0%  | PROD         |
| SHIP SHOAL 189                                | SS 189 | G04232 | Federal | RT     | 12/1/1979   |             | 5,000        | Fieldwood En        | 99.0%  | PROD         |
| SHIP SHOAL 189                                | SS 189 | G4232  | Federal | ORRI   | 12/1/1979   |             |              | Fieldwood En        | 8.0%   | PROD         |
| SHIP SHOAL 190/206/207/216                    | SS 190 | G10775 | Federal | RT     | 4/1/1989    | 8/10/2019   | 5,000        | Fieldwood En        | 60.0%  | TERMIN       |
| SHIP SHOAL 190/206/207/216                    | SS 190 | G10775 | Federal | OP     | 4/1/1989    | 8/10/2019   | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| SHIP SHOAL 169/182/193/194                    | SS 193 | G13917 | Federal | RT     | 5/1/1993    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 169/182/193/194                    | SS 194 | G15288 | Federal | RT     | 7/1/1995    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 198/199                            | SS 198 | 00593  | Federal | RT     | 9/1/1955    |             | 2,969        | Renaissance Off     | 50.0%  | PROD         |
| SHIP SHOAL 198/199                            | SS 198 | G12355 | Federal | OP     | 9/1/1955    |             | 2,031        | Renaissance Off     | 25.0%  | PROD         |
| \$0 Liability                                 | SS 199 | 00594  | Federal | RT     | 9/1/1955    |             | 3,516        | Talos En Off        | 50.0%  | PROD         |
| SHIP SHOAL 198/199                            | SS 199 | G12358 | Federal | OP     | 9/1/1955    |             | 1,484        | Renaissance Off     | 50.0%  | PROD         |
| SHIP SHOAL 204                                | SS 204 | G01520 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 55.2%  | PROD         |
| SHIP SHOAL 190/206/216                        | SS 206 | G01522 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 60.0%  | UNIT         |
| SHIP SHOAL 190/206/216                        | SS 207 | G01523 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 72.2%  | UNIT         |
| SHIP SHOAL 190/206/216                        | SS 207 | G01523 | Federal | OP     | 7/1/1967    |             | 5,000        | Fieldwood En        | 47.6%  | UNIT         |
| SHIP SHOAL 189                                | SS 210 | G05204 | Federal | CONT   | 1/1/1983    | 12/26/1990  | 5,000        | Fieldwood En        | 100.0% | RELINQ       |
| SHIP SHOAL 190/206/216                        | SS 216 | G01524 | Federal | RT     | 7/1/1967    |             | 5,000        | Fieldwood En        | 80.0%  | PROD         |
| SHIP SHOAL 243                                | SS 243 | G10780 | Federal | RT     | 7/1/1989    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SHIP SHOAL 243                                | SS 243 | G10780 | Federal | ORRI   | 7/1/1989    |             |              | Fieldwood En        | 4.2%   | PROD         |
| SHIP SHOAL 246/247/248/270/271                | SS 249 | G01030 | Federal | OP 1   | 6/1/1962    |             | 5,000        | Fieldwood En Off    | 5.3%   | UNIT         |
| SHIP SHOAL 246/247/248/270/271                | SS 249 | G1030  | Federal | ORRI   | 6/1/1962    |             |              | Fieldwood En Off    | 0.2%   | UNIT         |
| \$0 Liability                                 | SS 258 | G05560 | Federal | RT     | 7/1/1983    | 4/1/2016    | 5,000        | Castex Off          | 100.0% | TERMIN       |
| \$0 Liability                                 | SS 258 | G05560 | Federal | OP     | 7/1/1983    | 4/1/2016    | 5,000        | Castex Off          | 7.4%   | TERMIN       |
| SHIP SHOAL 258/259                            | SS 259 | G05044 | Federal | RT     | 4/1/1982    | 3/1/2018    | 5,141        | Fieldwood En        | 100.0% | TERMIN       |
| SHIP SHOAL 258/259                            | SS 259 | G05044 | Federal | OP     | 4/1/1982    | 3/1/2018    | 5,141        | Fieldwood En        | 7.4%   | TERMIN       |
| \$0 Liability                                 | SS 271 | G01038 | Federal | RT     | 6/1/1962    |             | 5,000        | Fieldwood En Off    | 20.0%  | UNIT         |
| SHIP SHOAL 274                                | SS 274 | G01039 | Federal | RT     | 6/1/1962    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SHIP SHOAL 274                                | SS 276 | G10785 | Federal | RT     | 5/1/1989    | 10/31/2007  | 5,000        | Monforte            | 66.7%  | TERMIN       |
| SHIP SHOAL 274                                | SS 277 | G09627 | Federal | RT     | 5/1/1988    |             | 5,000        | Fieldwood En        | 1.0%   | SOP          |
| SHIP SHOAL 274                                | SS 277 | G09627 | Federal | OP     | 5/1/1988    |             | 5,000        | Fieldwood En        | 100.0% | SOP          |
| \$0 Liability                                 | SS 278 | G32206 | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,000        | Apache              | 100.0% | EXPIR        |
| SHIP SHOAL 300/314/315                        | SS 291 | G02923 | Federal | OP     | 12/1/1974   |             | 3,750        | Fieldwood En        | 67.9%  | OPERNs       |
| SHIP SHOAL 30/31/32/33                        | SS 30  | 00333  | Federal | RT     | 9/12/1946   |             | 5,000        | W & T Off           | 37.5%  | UNIT         |
|                                               | SS 301 | G10794 | Federal | ORRI   | 5/1/1989    |             |              | Fieldwood En        | 1.5%   | SOP          |
| SHIP SHOAL 30/31/32/33                        | SS 31  | 00334  | Federal | RT     | 9/12/1946   |             | 5,000        | W & T Off           | 37.5%  | UNIT         |
| SHIP SHOAL 300/314/315                        | SS 314 | G26074 | Federal | OP 4   | 5/1/2004    |             | 5,000        | Fieldwood En        | 37.5%  | PROD         |
| SHIP SHOAL 300/314/315                        | SS 314 | G26074 | Federal | RT     | 5/1/2004    |             | 5,000        | Fieldwood En        | 75.0%  | PROD         |
| SHIP SHOAL 300/314/315                        | SS 314 | G26074 | Federal | ORRI   | 5/1/2004    |             |              | Fieldwood En        | 4.5%   | PROD         |
| SHIP SHOAL 30/31/32/33                        | SS 32  | 00335  | Federal | RT     | 9/12/1946   |             | 5,000        | W & T Off           | 37.5%  | UNIT         |
| SHIP SHOAL 30/31/32/33                        | SS 33  | 00336  | Federal | CONT   | 9/12/1946   | -           | 5,000        | W&T Off             | 28.9%  | UNIT         |
| SHIP SHOAL 30/31/32/33                        | SS 33  | 00336  | Federal | ORRI   | 9/12/1946   | -           | 5,000        | W&T Off             | 0.8%   | UNIT         |
| SHIP SHOAL 354                                | SS 354 | G15312 | Federal | RT     | 7/1/1995    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| \$0 Liability                                 | SS 355 | G33650 | Federal | RT     | 6/1/2010    | 4/7/2016    | 5,323        | Apache Shelf Exp    | 100.0% | RELINQ       |
| SHIP SHOAL 58                                 | SS 58  | G07746 | Federal | ORRI   | 7/1/1985    |             | 5,000        | Talos Third Cst     | 10.5%  | PROD         |
| SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68 | SS 68  | G02917 | Federal | RT     | 12/1/1974   | 11/15/2019  | 5,000        | Fieldwood En        | 100.0% | RELINQ       |
| SHIP SHOAL 87                                 | SS 87  | G12349 | Federal | ORRI   | 9/12/1946   |             | 1,953        | Sanare En Part      | 1.0%   | UNIT         |
| SHIP SHOAL 91                                 | SS 91  | G02919 | Federal | RT     | 12/1/1974   |             | 5,000        | Fieldwood En        | 87.5%  | PROD         |
| SHIP SHOAL 91                                 | SS 91  | G02919 | Federal | OP 2   | 12/1/1974   |             | 5,000        | Fieldwood En        | 87.5%  | PROD         |
| SHIP SHOAL 91                                 | SS 91  | G02919 | Federal | OP 2   | 12/1/1974   |             | 5,000        | Fieldwood En        | 12.5%  | PROD         |
| SHIP SHOAL 91                                 | SS 91  | G02919 | Federal | RT     | 12/1/1974   |             | 5,000        | Fieldwood En        | 12.5%  | PROD         |
| \$0 Liability                                 | ST 146 | G33110 | Federal | RT     | 7/1/2009    | 6/30/2014   | 3,772        | Apache Shelf Exp    | 100.0% | EXPIR        |
| SOUTH TIMBALIER 148                           | ST 148 | G01960 | Federal | RT     | 2/1/1970    |             | 2,500        | Arena Off           | 15.6%  | PROD         |
| SOUTH TIMBALIER 148                           | ST 148 | G01960 | Federal | OP     | 2/1/1970    |             | 2,500        | Arena Off           | 15.6%  | PROD         |
| SOUTH TIMBALIER 176                           | ST 161 | G01248 | Federal | OP     | 6/1/1962    |             | 5,000        | Arena Off           | 25.0%  | PROD         |
| \$0 Liability                                 | ST 166 | G01252 | Federal | OP     | 6/1/1962    | 8/27/2013   | 5,000        | Apache              | 100.0% | TERMIN       |
| \$0 Liability                                 | ST 173 | G04001 | Federal | RT     | 3/1/1979    | 8/27/2013   | 5,000        | Apache              | 100.0% | TERMIN       |
| \$0 Liability                                 | ST 179 | G12020 | Federal | RT     | 6/1/1990    | 8/27/2015   | 5,000        | Fieldwood En Off    | 50.0%  | TERMIN       |
| \$0 Liability                                 | ST 179 | G12020 | Federal | OP     | 6/1/1990    | 8/27/2015   | 5,000        | Fieldwood En Off    | 68.8%  | TERMIN       |
| \$0 Liability                                 | ST 190 | G01261 | Federal | RT     | 6/1/1962    | 9/27/2014   | 5,000        | Black Elk En Off Op | 40.0%  | TERMIN       |
| \$0 Liability                                 | ST 190 | G01261 | Federal | OP     | 6/1/1962    | 9/27/2014   | 5,000        | Black Elk En Off Op | 40.0%  | TERMIN       |



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Exhibit I-A(i)

| Field                                    | Block      | Lease  | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator            | WI     | Lease Status |
|------------------------------------------|------------|--------|---------|--------|-------------|-------------|--------------|---------------------|--------|--------------|
| \$0 Liability                            | ST 194     | G05610 | Federal | RT     | 7/1/1983    | 1/5/2015    | 5,000        | Fieldwood En        | 100.0% | TERMIN       |
| \$0 Liability                            | ST 203     | G01269 | Federal | OP 1   | 6/1/1962    | 5/25/2014   | 5,000        | Black Elk En Off Op | 40.0%  | TERMIN       |
| \$0 Liability                            | ST 203     | G01269 | Federal | OP 2   | 6/1/1962    | 5/25/2014   | 5,000        | Black Elk En Off Op | 20.0%  | TERMIN       |
| \$0 Liability                            | ST 203     | G01269 | Federal | RT     | 6/1/1962    | 5/25/2014   | 5,000        | Black Elk En Off Op | 40.0%  | TERMIN       |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | RT     | 7/1/1983    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | OP 3   | 7/1/1983    |             | 5,000        | Fieldwood En        | 75.0%  | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | OP 4   | 7/1/1983    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | OP 7   | 7/1/1983    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | OP 6   | 7/1/1983    |             | 5,000        | Fieldwood En        | 75.0%  | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 205     | G05612 | Federal | OP 5   | 7/1/1983    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH TIMBALIER 205/206                  | ST 206     | G05613 | Federal | RT     | 7/1/1983    | 1/31/2015   | 5,000        | Fieldwood En        | 50.0%  | TERMIN       |
| \$0 Liability                            | ST 228     | G32217 | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,000        | Eni US Op           | 40.0%  | EXPIR        |
| SOUTH TIMBALIER 229                      | ST 229     | G13938 | Federal | OP     | 7/1/1993    |             | 2,148        | W & T Off           | 33.3%  | PROD         |
| \$0 Liability                            | ST 244     | G34341 | Federal | RT     | 10/1/2012   | 9/16/2016   | 4,572        | Apache Shelf Exp    | 100.0% | RELINQ       |
| *No FW lease ownership                   | ST 26      | G01361 | Federal | RT     | 5/1/1964    |             | 625          | Cox Op              | 50.0%  | UNIT         |
| *No FW lease ownership                   | ST 26      | G01870 | Federal | RT     | 11/1/1968   |             | 1,875        | Cox Op              | 50.0%  | UNIT         |
| *No FW lease ownership                   | ST 26      | G02620 | Federal | RT     | 5/1/1974    |             | 2,500        | Cox Op              | 50.0%  | UNIT         |
| SOUTH TIMBALIER 276/295/296              | ST 276     | G07780 | Federal | RT     | 8/1/1985    |             | 5,000        | Eni US Op           | 100.0% | UNIT         |
| SOUTH TIMBALIER 276/295/296              | ST 276     | G07780 | Federal | OP     | 8/1/1985    |             | 5,000        | Eni US Op           | 100.0% | UNIT         |
| EWING BANK 826/782 / SOUTH TIMBALIER 291 | ST 290     | G16454 | Federal | RT     | 4/24/1996   | 1/5/2010    | 5,000        | Apache              | 100.0% | TERMIN       |
| EWING BANK 826/782 / SOUTH TIMBALIER 291 | ST 291     | G16455 | Federal | RT     | 9/1/1996    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| EWING BANK 826/782 / SOUTH TIMBALIER 291 | ST 291     | G16455 | Federal | OP     | 9/1/1996    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH TIMBALIER 276/295/296              | ST 295     | G05646 | Federal | RT     | 7/1/1983    |             | 5,000        | Fieldwood En        | 100.0% | UNIT         |
| SOUTH TIMBALIER 276/295/296              | ST 296     | G12981 | Federal | RT     | 5/1/1991    |             | 5,000        | Fieldwood En        | 100.0% | UNIT         |
| SOUTH TIMBALIER 276/295/296              | ST 296     | G12981 | Federal | OP     | 5/1/1991    |             | 5,000        | Fieldwood En        | 100.0% | UNIT         |
| SOUTH TIMBALIER 311                      | ST 311     | G31418 | Federal | RT     | 3/1/2008    |             | 5,000        | Walter O&G          | 45.0%  | PROD         |
| SOUTH TIMBALIER 316                      | ST 316     | G22762 | Federal | RT     | 6/1/2001    |             | 4,435        | W & T Off           | 20.0%  | PROD         |
| SOUTH TIMBALIER 311                      | ST 320     | G24990 | Federal | RT     | 5/1/2003    |             | 5,000        | W & T Off           | 11.3%  | PROD         |
| \$0 Liability                            | ST 47      | G33652 | Federal | RT     | 7/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| SOUTH TIMBALIER 49                       | ST 49      | G24956 | Federal | RT     | 6/1/2003    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| SOUTH TIMBALIER 49                       | ST 49      | G24956 | Federal | OP     | 6/1/2003    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| \$0 Liability                            | ST 50      | G34331 | Federal | RT     | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| SOUTH TIMBALIER 53/67/68                 | ST 53      | G04000 | Federal | RT     | 3/1/1979    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| SOUTH TIMBALIER 53/67/68                 | ST 53      | G04000 | Federal | OP 1   | 3/1/1979    |             | 5,000        | Fieldwood En        | 50.0%  | PROD         |
| \$0 Liability                            | ST 59      | G31404 | Federal | RT     | 2/1/2008    | 1/17/2014   | 5,000        | LLOG Exp Off        | 25.0%  | RELINQ       |
| \$0 Liability                            | ST 64      | G33106 | Federal | RT     | 7/1/2009    | 6/30/2014   | 5,000        | Apache Shelf Exp    | 100.0% | EXPIR        |
| SOUTH TIMBALIER 53/67/68                 | ST 67      | 00020  | Federal | CONT   | 4/25/1947   |             |              | Fieldwood En        | 79.7%  | UNIT         |
| SABINE PASS 10                           | SX 17      | G04143 | Federal | RT     | 10/1/1979   | 9/30/2013   | 2,042        | Apache              | 92.3%  | RELINQ       |
| SABINE PASS 10                           | SX 17      | G04143 | Federal | OP     | 10/1/1979   | 9/30/2013   | 2,042        | Apache              | 20.0%  | RELINQ       |
| \$0 Liability                            | VK 118     | G33697 | Federal | RT     | 5/1/2010    | 4/30/2015   | 5,760        | Apache Shelf Exp    | 75.0%  | EXPIR        |
| VIOSCA KNOLL 203/204                     | VK 203     | G07890 | Federal | RT     | 7/1/1985    | 11/29/2019  | 5,760        | Talos ERT           | 33.3%  | TERMIN       |
| VIOSCA KNOLL 203/204                     | VK 203     | G07890 | Federal | OP     | 7/1/1985    | 11/29/2019  | 5,760        | Talos ERT           | 33.3%  | TERMIN       |
| VIOSCA KNOLL 203/204                     | VK 204     | G04921 | Federal | RT     | 12/1/1981   | 11/29/2019  | 5,760        | Talos ERT           | 33.3%  | TERMIN       |
| VIOSCA KNOLL 203/204                     | VK 204     | G04921 | Federal | OP     | 12/1/1981   | 11/29/2019  | 5,760        | Talos ERT           | 33.3%  | TERMIN       |
| VIOSCA KNOLL 251/340/384                 | VK 251     | G10930 | Federal | OP     | 7/1/1989    |             | 5,760        | Fieldwood En Off    | 7.5%   | UNIT         |
| VIOSCA KNOLL 251/340/384                 | VK 340     | G10933 | Federal | OP     | 7/1/1989    |             | 5,760        | Fieldwood En Off    | 7.5%   | UNIT         |
| \$0 Liability                            | VK 384     | G16541 | Federal | OP     | 6/1/1996    | 2/8/2014    | 5,760        | Chevron USA         | 20.0%  | TERMIN       |
| MAIN PASS 259/260 / VIOSCA KNOLL 693/694 | VK 692/693 | G07898 | Federal | RT     | 9/1/1985    | 7/11/2020   | 4,773        | Fieldwood En        | 56.9%  | TERMIN       |
| MAIN PASS 259/260 / VIOSCA KNOLL 693/694 | VK 694     | G13055 | Federal | RT     | 7/1/1991    | 7/11/2020   | 3,214        | Fieldwood En        | 53.1%  | TERMIN       |
| MAIN PASS 259/260 / VIOSCA KNOLL 693/694 | VK 694     | G13055 | Federal | OP     | 7/1/1991    | 7/11/2020   | 3,214        | Fieldwood En        | 92.1%  | TERMIN       |
| \$0 Liability                            | VK 698     | G07901 | Federal | RT     | 8/1/1985    | 2/20/2014   | 4,996        | Fieldwood En        | 52.4%  | TERMIN       |
| \$0 Liability                            | VK 736     | G13987 | Federal | RT     | 7/1/1993    | 12/12/2013  | 4,742        | Fieldwood En        | 100.0% | TERMIN       |
| VIOSCA KNOLL 780                         | VK 780     | G06884 | Federal | RT     | 6/1/1984    | 12/12/2013  | 5,760        | Fieldwood En        | 100.0% | TERMIN       |
| VIOSCA KNOLL 780                         | VK 824     | G15436 | Federal | RT     | 9/1/1995    | 8/20/2013   | 5,760        | Apache              | 100.0% | RELINQ       |
| \$0 Liability                            | VK 856     | G34872 | Federal | RT     | 7/1/2013    | 6/21/2017   | 877          | Apache Shelf Exp    | 75.0%  | RELINQ       |
| \$0 Liability                            | VK 899     | G34408 | Federal | RT     | 8/1/2012    | 7/31/2017   | 1,553        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                            | VR 115     | G33593 | Federal | RT     | 6/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                            | VR 128     | G33594 | Federal | RT     | 6/1/2010    | 4/30/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| *No FW lease ownership                   | VR 131     | 00775  | Federal | OP     | 5/1/1960    | 7/20/2020   | 4,923        | Talos En Off        | 72.5%  | TERMIN       |
| \$0 Liability                            | VR 146     | G33084 | Federal | RT     | 7/1/2009    | 6/30/2014   | 5,000        | Apache Shelf Exp    | 100.0% | EXPIR        |
| \$0 Liability                            | VR 156     | G34251 | Federal | RT     | 10/1/2012   | 7/24/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                            | VR 160     | G34252 | Federal | RT     | 10/1/2012   | 7/24/2015   | 5,000        | Apache Shelf Exp    | 100.0% | RELINQ       |
| \$0 Liability                            | VR 161     | G34253 | Federal | RT     | 10/1/2012   | 7/24/2015   | 4,868        | Apache Shelf Exp    | 100.0% | RELINQ       |
| VERMILION 252                            | VR 252     | G05431 | Federal | ORRI   | 7/1/1983    |             | 4,454        | Castex Off          | 2.0%   | PROD         |
| VERMILION 253                            | VR 253     | G17912 | Federal | ORRI   | 7/1/1997    |             | 5,000        | Castex Off          | 0.6%   | PROD         |
| \$0 Liability                            | VR 26      | 00297  | Federal | OP 1   | 11/26/1946  | 9/12/2013   | 4,646        | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 26      | 00297  | Federal | OP 2   | 11/26/1946  | 9/12/2013   | 4,646        | Apache Shelf        | 25.0%  | TERMIN       |
| \$0 Liability                            | VR 26      | 00297  | Federal | RT     | 11/26/1946  | 9/12/2013   | 4,646        | Apache Shelf        | 50.0%  | TERMIN       |
| VERMILION 261/262                        | VR 261     | G03328 | Federal | RT     | 4/1/1976    | 8/10/2020   | 5,429        | Fieldwood En        | 75.0%  | TERMIN       |
| VERMILION 261/262                        | VR 261     | G03328 | Federal | OP 2   | 4/1/1976    | 8/10/2020   | 5,429        | Fieldwood En        | 37.5%  | TERMIN       |
| VERMILION 261/262                        | VR 261     | G03328 | Federal | ORRI   | 4/1/1976    |             |              | Fieldwood En        | 6.3%   | TERMIN       |
| VERMILION 261/262                        | VR 262     | G34257 | Federal | RT     | 10/1/2012   | 7/7/2017    | 5,485        | Fieldwood En        | 75.0%  | RELINQ       |
| VERMILION 265                            | VR 265     | G01955 | Federal | RT     | 1/1/1970    |             | 5,000        | Fieldwood En        | 100.0% | SOP          |
| \$0 Liability                            | VR 27      | G01329 | Federal | OP 2   | 12/1/1962   | 6/16/2013   | 1,902        | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 27      | G01329 | Federal | OP 1   | 12/1/1962   | 6/16/2013   | 1,902        | Apache Shelf        | 25.0%  | TERMIN       |
| \$0 Liability                            | VR 27      | G01329 | Federal | RT     | 12/1/1962   | 6/16/2013   | 1,902        | Apache Shelf        | 50.0%  | TERMIN       |
| VERMILION 271/272 / SMI 87/102           | VR 271     | G04800 | Federal | OP     | 9/1/1981    |             | 4,418        | Castex Off          | 12.5%  | PROD         |
| VERMILION 326                            | VR 326     | G21096 | Federal | RT     | 6/1/1999    | 8/21/2020   | 5,000        | Fieldwood En        | 70.3%  | TERMIN       |
|                                          | VR 332     | G09514 | Federal | CONT   | 3/30/1988   |             |              | Fieldwood En        | 50.0%  | PROD         |
| \$0 Liability                            | VR 34      | G01356 | Federal | OP 1   | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 34      | G01356 | Federal | OP 2   | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 75.0%  | TERMIN       |
| \$0 Liability                            | VR 34      | G01356 | Federal | RT     | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 35      | 00548  | Federal | OP 1   | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 35      | 00548  | Federal | OP 2   | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 75.0%  | TERMIN       |
| \$0 Liability                            | VR 35      | 00549  | Federal | OP 1   | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 35      | 00549  | Federal | OP 2   | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 75.0%  | TERMIN       |
| \$0 Liability                            | VR 35      | 00548  | Federal | RT     | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 35      | 00549  | Federal | RT     | 9/1/1955    | 6/16/2013   | 2,500        | Apache Shelf        | 100.0% | TERMIN       |
| VERMILION 356                            | VR 356     | G17921 | Federal | ORRI   | 8/1/1997    |             | 4,093        | EnVen En Vent       | 2.6%   | PROD         |
| \$0 Liability                            | VR 36      | G01357 | Federal | OP 2   | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 75.0%  | TERMIN       |
| \$0 Liability                            | VR 36      | G01357 | Federal | OP 1   | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 100.0% | TERMIN       |
| \$0 Liability                            | VR 36      | G01357 | Federal | RT     | 6/1/1964    | 6/16/2013   | 625          | Apache Shelf        | 100.0% | TERMIN       |
| Other (TBD)                              | VR 369     | G02274 | Federal | OP 4   | 2/1/1973    |             | 5,000        | Renaissance Off     | 23.2%  | UNIT         |
| Other (TBD)                              | VR 369     | G02274 | Federal | OP 3   | 2/1/1973    |             | 5,000        | Renaissance Off     | 23.2%  | UNIT         |
| Other (TBD)                              | VR 369     | G02274 | Federal | RT     | 2/1/1973    |             | 5,000        | Renaissance Off     | 23.2%  | UNIT         |
| Other (TBD)                              | VR 369     | G02274 | Federal | Unit   | 2/1/1973    |             | 5,000        | Renaissance Off     | 23.2%  | UNIT         |
| \$0 Liability                            | VR 374     | G32153 | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,000        | Apache              | 100.0% | EXPIR        |
| VERMILION 380/381                        | VR 380     | G02580 | Federal | RT     | 5/1/1974    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |
| VERMILION 380/381                        | VR 381     | G16314 | Federal | RT     | 9/1/1996    | 10/27/2015  | 5,000        | Apache Shelf        | 100.0% | TERMIN       |
| VERMILION 380/381                        | VR 381     | G16314 | Federal | OP     | 9/1/1996    | 10/27/2015  | 5,000        | Apache Shelf        | 80.0%  | TERMIN       |
| \$0 Liability                            | VR 386     | G02278 | Federal | RT A   | 2/1/1973    |             | 5,000        | Marathon Oil        | 30.2%  | UNIT         |
| \$0 Liability                            | VR 386     | G02278 | Federal | RT B   | 2/1/1973    |             | 5,000        | Marathon Oil        | 29.0%  | UNIT         |
| VERMILION 408                            | VR 408     | G15212 | Federal | RT     | 7/1/1995    |             | 5,000        | Fieldwood En        | 12.5%  | PROD         |
| VERMILION 408                            | VR 408     | G15212 | Federal | OP     | 7/1/1995    |             | 5,000        | Fieldwood En        | 100.0% | PROD         |

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Exhibit I-A(i)

| Field                                   | Block      | Lease  | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator         | WI     | Lease Status |
|-----------------------------------------|------------|--------|---------|--------|-------------|-------------|--------------|------------------|--------|--------------|
| WEST CAMERON 71/72/102                  | WC 102     | 00247  | Federal | RT     | 9/9/1946    |             | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| WEST CAMERON 110                        | WC 110     | 00081  | Federal | RT     | 6/10/1947   |             | 5,000        | BP E&P           | 100.0% | PROD         |
| WEST CAMERON 110                        | WC 110     | 00081  | Federal | OP     | 6/10/1947   |             | 5,000        | BP E&P           | 37.5%  | PROD         |
| WEST CAMERON 110/111                    | WC 111     | 00082  | Federal | RT     | 6/10/1947   |             | 1,250        | BP E&P           | 100.0% | PROD         |
| WEST CAMERON 110/111                    | WC 111     | 00082  | Federal | OP     | 6/10/1947   |             | 1,250        | BP E&P           | 37.5%  | PROD         |
| \$0 Liability                           | WC 111     | G33046 | Federal | RT     | 8/1/2009    | 7/31/2014   | 3,750        | Eni US Op        | 25.0%  | EXPIR        |
| \$0 Liability                           | WC 130     | G12761 | Federal | RT     | 5/1/1991    | 4/1/2015    | 5,000        | Eni US Op        | 25.0%  | TERMIN       |
| WEST CAMERON 144                        | WC 144     | G01953 | Federal | RT     | 2/1/1970    | 4/1/2016    | 5,000        | Fieldwood En     | 62.5%  | TERMIN       |
| \$0 Liability                           | WC 155     | G32114 | Federal | RT     | 8/1/2008    | 7/31/2013   | 5,000        | Apache           | 100.0% | EXPIR        |
| WEST CAMERON 163                        | WC 163     | G05299 | Federal | RT A   | 7/1/1983    | 12/1/2015   | 5,000        | Fieldwood En     | 61.0%  | TERMIN       |
| WEST CAMERON 163                        | WC 163     | G05299 | Federal | RT B   | 7/1/1983    | 12/1/2015   | 5,000        | Fieldwood En     | 56.2%  | TERMIN       |
| \$0 Liability                           | WC 165     | 00758  | Federal | RT     | 4/1/1960    | 12/30/2017  | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 1   | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 22.5%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 2   | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 22.5%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 3   | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 22.5%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 4   | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 22.5%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 10  | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 25.0%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 11  | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 25.0%  | TERMIN       |
| \$0 Liability                           | WC 172     | G01998 | Federal | OP 12  | 2/1/1971    | 10/18/2014  | 5,000        | Apache Shelf     | 25.0%  | TERMIN       |
| \$0 Liability                           | WC 181     | G33558 | Federal | RT     | 6/1/2010    | 4/30/2015   | 2,500        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                           | WC 196     | G05292 | Federal | RT     | 7/1/1983    | 8/27/2013   | 5,000        | Union Oil CA     | 8.3%   | TERMIN       |
| *No FW asset ownership                  | WC 20      | 00680  | Federal | OP     | 8/1/1959    |             | 1,873        | Sanare En Part   | 50.0%  | PROD         |
| \$0 Liability                           | WC 210     | G34216 | Federal | RT     | 10/1/2012   | 3/3/2014    | 5,000        | Apache           | 100.0% | RELINQ       |
| \$0 Liability                           | WC 225     | G00900 | Federal | OP 1   | 4/1/1962    | 3/14/2018   | 5,000        | Tarpon O&D       | 26.7%  | TERMIN       |
| WEST CAMERON 269                        | WC 269     | G13563 | Federal | OP     | 8/1/1992    | 8/11/2020   | 5,000        | Sanare En Part   | 33.8%  | TERMIN       |
| WEST CAMERON 289/290/294                | WC 290     | G04818 | Federal | OP 1   | 9/1/1981    | 7/21/2020   | 5,000        | Fieldwood En Off | 10.4%  | TERMIN       |
| WEST CAMERON 289/290/294                | WC 290     | G04818 | Federal | RT     | 9/1/1981    | 7/21/2020   | 5,000        | Fieldwood En Off | 16.7%  | TERMIN       |
| \$0 Liability                           | WC 291     | G04397 | Federal | RT     | 11/1/1980   | 7/16/2013   | 5,000        | Apache           | 100.0% | TERMIN       |
| \$0 Liability                           | WC 291     | G04397 | Federal | OP     | 11/1/1980   | 7/16/2013   | 5,000        | Apache           | 60.0%  | TERMIN       |
| WEST CAMERON 295                        | WC 295     | G24730 | Federal | OP 1   | 5/1/2003    |             | 5,000        | Fieldwood En     | 20.6%  | PROD         |
| \$0 Liability                           | WC 300     | G15078 | Federal | RT     | 7/1/1995    | 12/21/2013  | 5,000        | SandRidge En Off | 14.0%  | TERMIN       |
| \$0 Liability                           | WC 300     | G15078 | Federal | OP     | 7/1/1995    | 12/21/2013  | 5,000        | SandRidge En Off | 24.4%  | TERMIN       |
| \$0 Liability                           | WC 310     | G17789 | Federal | RT     | 8/1/1997    | 6/3/2016    | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                           | WC 310     | G17789 | Federal | OP     | 8/1/1997    | 6/3/2016    | 5,000        | Fieldwood En     | 73.7%  | TERMIN       |
| WEST CAMERON 33                         | WC 33      | G15050 | Federal | RT     | 7/1/1995    |             | 2,891        | Fieldwood En     | 100.0% | PROD         |
| WEST CAMERON 35/65/66                   | WC 34      | G03251 | Federal | RT     | 9/1/1975    | 6/1/2012    | 4,506        | Apache           | 100.0% | TERMIN       |
| WEST CAMERON 35/65/66                   | WC 35      | G02819 | Federal | RT     | 12/1/1974   | 11/3/2013   | 4,688        | Apache           | 100.0% | TERMIN       |
| WEST CAMERON 35/65/66                   | WC 35      | G02819 | Federal | OP     | 12/1/1974   | 11/3/2013   | 4,688        | Apache           | 100.0% | TERMIN       |
| WEST CAMERON 35/65/66                   | C 35, WC 6 | G01860 | Federal | OP 2   | 1/1/1969    |             | 1,563        | BP E&P           | 100.0% | PROD         |
| WEST CAMERON 35/65/66                   | WC 35/66   | G01860 | Federal | RT     | 1/1/1969    |             | 1,563        | BP E&P           | 100.0% | PROD         |
| \$0 Liability                           | WC 401     | G07619 | Federal | RT     | 7/1/1985    | 9/27/2015   | 5,000        | ConocoPhillips   | 33.3%  | TERMIN       |
| \$0 Liability                           | WC 576     | G33061 | Federal | RT     | 6/1/2009    | 5/31/2014   | 5,000        | Apache Shelf Exp | 100.0% | EXPIR        |
| \$0 Liability                           | WC 624     | G33064 | Federal | RT     | 6/1/2009    | 5/31/2014   | 5,000        | Apache Shelf Exp | 100.0% | EXPIR        |
| WEST CAMERON 35/65/66                   | WC 65      | G02825 | Federal | OP 4   | 12/1/1974   |             | 5,000        | BP E&P           | 81.3%  | PROD         |
| WEST CAMERON 35/65/66                   | WC 65      | G02825 | Federal | RT     | 12/1/1974   |             | 5,000        | BP E&P           | 100.0% | PROD         |
| WEST CAMERON 35/65/66                   | WC 65      | G02825 | Federal | OP     | 12/1/1974   |             | 5,000        | BP E&P           | 100.0% | PROD         |
| \$0 Liability                           | WC 650     | G34217 | Federal | RT     | 10/1/2012   | 9/19/2016   | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                           | WC 650     | G34218 | Federal | RT     | 10/1/2012   | 9/19/2016   | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| \$0 Liability                           | WC 657     | G34219 | Federal | RT     | 10/1/2012   | 9/19/2016   | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| WEST CAMERON 35/65/66                   | WC 66      | G02826 | Federal | OP 2   | 12/1/1974   |             | 3,750        | Fieldwood En     | 75.0%  | PROD         |
| WEST CAMERON 35/65/66                   | WC 66      | G02826 | Federal | OP     | 12/1/1974   |             | 3,750        | Fieldwood En     | 100.0% | PROD         |
| WEST CAMERON 35/65/66                   | WC 67      | G03256 | Federal | OP 1   | 9/1/1975    | 2/8/2008    | 5,000        | Apache           | 100.0% | TERMIN       |
| WEST CAMERON 35/65/66                   | WC 67      | G03256 | Federal | OP 2   | 9/1/1975    | 2/8/2008    | 5,000        | Apache           | 66.6%  | TERMIN       |
| \$0 Liability                           | WC 68      | 00526  | Federal | RT     | 9/1/1955    | 9/3/2014    | 2,500        | BP Am Prod       | 100.0% | TERMIN       |
| WEST CAMERON 35/65/66                   | WC 71      | 00244  | Federal | RT     | 9/9/1946    | 12/19/2019  | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| WEST CAMERON 71/72/102                  | WC 72      | G23735 | Federal | RT     | 7/1/2002    |             | 5,000        | Fieldwood En Off | 25.0%  | PROD         |
| *No FW asset ownership                  | WC 73      | G23736 | Federal | OP     | 7/1/2002    |             | 5,000        | Castex Off       | 25.0%  | PROD         |
| \$0 Liability                           | WC 99      | G34213 | Federal | RT     | 8/1/2012    | 7/7/2016    | 5,000        | Apache Shelf Exp | 100.0% | RELINQ       |
| WEST DELTA 90/103                       | WD 103     | 00840  | Federal | RT     | 5/1/1960    |             | 3,984        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 90/103                       | WD 103     | G12360 | Federal | OP 1   | 5/1/1960    |             | 1,016        | Fieldwood En     | 81.3%  | PROD         |
| WEST DELTA 104/105                      | WD 104     | 00841  | Federal | RT     | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 104     | 00841  | Federal | OP 1   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 104     | 00841  | Federal | OP 2   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 104     | 00841  | Federal | OP 3   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 104     | 00841  | Federal | OP 5   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 105     | 00842  | Federal | RT     | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 105     | 00842  | Federal | OP 3   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 105     | 00842  | Federal | OP 4   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 105     | 00842  | Federal | OP 5   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 104/105                      | WD 105     | 00842  | Federal | OP 6   | 5/1/1960    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 121/122                      | WD 121     | G19843 | Federal | OP 1   | 8/1/1998    |             | 5,000        | Fieldwood En     | 84.0%  | PROD         |
| WEST DELTA 121/122                      | WD 122     | G13645 | Federal | OP 1   | 8/1/1992    |             | 5,000        | Fieldwood En     | 84.0%  | PROD         |
| WEST DELTA 121/122                      | WD 122     | G13645 | Federal | OP 2   | 8/1/1992    |             | 5,000        | Fieldwood En     | 84.0%  | PROD         |
| WEST DELTA 121/122                      | WD 122     | G13645 | Federal | RT     | 8/1/1992    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| SOUTH PASS 87/89 / WEST DELTA 128       | WD 128     | G10883 | Federal | RT     | 6/1/1989    | 8/2/2020    | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| WEST DELTA 133                          | WD 133     | G1106  | Federal | ORRI   | 5/1/1962    |             |              | Arena Off        | 1.0%   | PROD         |
| WEST DELTA 133                          | WD 133     | G1106  | Federal | ORRI   | 5/1/1962    |             |              | Arena Off        | 7.2%   | PROD         |
| WEST DELTA 133                          | WD 133     | G01106 | Federal | RT     | 5/1/1962    |             | 5,000        | Arena Off        | 100.0% | PROD         |
| \$0 Liability                           | WD 34      | G03414 | Federal | RT     | 1/1/1977    | 3/20/2017   | 2,500        | Fieldwood En     | 76.7%  | TERMIN       |
| \$0 Liability                           | WD 34      | G03414 | Federal | OP     | 1/1/1977    | 3/20/2017   | 2,500        | Fieldwood En     | 46.7%  | TERMIN       |
| \$0 Liability                           | WD 38      | G22772 | Federal | RT     | 5/1/2001    | 9/13/2013   | 1,796        | Apache           | 87.5%  | TERMIN       |
| \$0 Liability                           | WD 38      | G22772 | Federal | OP     | 5/1/2001    | 9/13/2013   | 1,796        | Apache           | 43.8%  | TERMIN       |
| \$0 Liability                           | WD 41      | G01073 | Federal | RT     | 3/1/1962    | 10/25/2013  | 5,000        | Apache           | 100.0% | TERMIN       |
| \$0 Liability                           | WD 41      | G01073 | Federal | OP     | 3/1/1962    | 10/25/2013  | 5,000        | Apache           | 50.0%  | TERMIN       |
| \$0 Liability                           | WD 42      | G16470 | Federal | RT     | 9/1/1996    | 1/26/2014   | 5,000        | Fieldwood En     | 100.0% | TERMIN       |
| \$0 Liability                           | WD 42      | G16470 | Federal | OP     | 9/1/1996    | 1/26/2014   | 5,000        | Fieldwood En     | 50.0%  | TERMIN       |
|                                         | WD 53      | 17935  | SL- LA  | WI     | 10/13/2003  | 1/27/2015   | -            | Whitney Oil      | 33.3%  | TERMIN       |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 67      | 00179  | Federal | RT     | 7/17/1948   |             | 2,500        | GOM Shelf        | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 67      | 00179  | Federal | OP 2   | 7/17/1948   |             | 2,500        | GOM Shelf        | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 68      | 00180  | Federal | RT     | 7/17/1948   |             | 1,833        | GOM Shelf        | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 68      | 00180  | Federal | OP 2   | 7/17/1948   |             | 1,833        | GOM Shelf        | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 69      | 00181  | Federal | RT     | 7/17/1948   |             | 3,665        | GOM Shelf        | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 69      | 00181  | Federal | OP 2   | 7/17/1948   |             | 3,665        | GOM Shelf        | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 70      | 00182  | Federal | RT     | 7/17/1948   |             | 5,000        | GOM Shelf        | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 70      | 00182  | Federal | OP 2   | 7/17/1948   |             | 5,000        | GOM Shelf        | 37.5%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 71      | 00838  | Federal | RT     | 4/1/1960    |             | 5,000        | GOM Shelf        | 75.0%  | UNIT         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 71      | 00838  | Federal | OP 2   | 4/1/1960    |             | 5,000        | GOM Shelf        | 37.5%  | UNIT         |
| WEST DELTA 75/90                        | WD 75      | G01085 | Federal | RT     | 6/1/1962    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| WEST DELTA 90/103                       | WD 90      | G01089 | Federal | OP 3   | 6/1/1962    |             | 5,000        | Fieldwood En     | 81.3%  | PROD         |
| WEST DELTA 90/103                       | WD 90      | G01089 | Federal | RT     | 6/1/1962    |             | 5,000        | Fieldwood En     | 100.0% | PROD         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 94      | 00839  | Federal | RT     | 5/1/1960    |             | 5,000        | GOM Shelf        | 75.0%  | PROD         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 94      | 00839  | Federal | OP 2   | 5/1/1960    |             | 5,000        | GOM Shelf        | 37.5%  | PROD         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 95      | G01497 | Federal | RT     | 12/1/1966   |             | 5,000        | GOM Shelf        | 75.0%  | PROD         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 95      | G01497 | Federal | OP 1   | 12/1/1966   |             | 5,000        | GOM Shelf        | 75.0%  | PROD         |

| Field                                   | Block | Lease  | Type    | Rights | Date Le Eff | Date Le Exp | Le Cur Acres | Operator  | WI    | Lease Status |
|-----------------------------------------|-------|--------|---------|--------|-------------|-------------|--------------|-----------|-------|--------------|
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 96 | G01498 | Federal | RT     | 12/1/1966   |             | 3,665        | GOM Shelf | 75.0% | PROD         |
| GRAND ISLE 43 (G132-52/ WD67-71, 94-96) | WD 96 | G01498 | Federal | OP 2   | 12/1/1966   |             | 3,665        | GOM Shelf | 37.5% | PROD         |



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| Lease / ROW / RUE | Status | Area          | Block  | Depths                                                                                                                                                                                                                                                           | Area / Aliquot                                                                                                                          | Leasehold        | WI         |
|-------------------|--------|---------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
| G06069            | TERMIN | Brazos Area   | 491    | 6891 to 99999                                                                                                                                                                                                                                                    | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G01757            | PROD   | Brazos Area   | A0105  | 14090 to 99999                                                                                                                                                                                                                                                   | NE/4;S/2                                                                                                                                | Operating Rights | 6.25000%   |
| G02665            | PROD   | Brazos Area   | A-133  | Below 13,840' MD                                                                                                                                                                                                                                                 | SE/4                                                                                                                                    | Operating Rights | 12.50000%  |
| G13576            | SOP    | East Cameron  | 71     | 14,645' to 99,999'                                                                                                                                                                                                                                               | N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4                                          | Operating Rights | 50.00000%  |
| G13576            | SOP    | East Cameron  | 71     | 10,400' to 99,999'                                                                                                                                                                                                                                               | N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4                                                                | Operating Rights | 100.00000% |
| G02063            | PROD   | East Cameron  | 338    | 7,244' TVDSS to 99,999'                                                                                                                                                                                                                                          |                                                                                                                                         | Operating Rights | 7.83469%   |
| G01440            | PROD   | East Cameron  | 9 & 14 | 15199 to 99999                                                                                                                                                                                                                                                   | SE/4;E/2SW/4                                                                                                                            | Operating Rights | 50.00000%  |
| 49                | PROD   | Eugene Island | 119    | 15,410' TVDSS to 99,999'                                                                                                                                                                                                                                         | NW/4                                                                                                                                    | Operating Rights | 25.00000%  |
| 49                | PROD   | Eugene Island | 119    | 15,410' TVDSS to 99,999'                                                                                                                                                                                                                                         | SW/4; E/2                                                                                                                               | Operating Rights | 20.00000%  |
| 50                | PROD   | Eugene Island | 120    | 14,136' to 99,999                                                                                                                                                                                                                                                | All                                                                                                                                     | Operating Rights | 50.00000%  |
| 51                | OPERN  | Eugene Island | 125    | 13,334' to 99,999                                                                                                                                                                                                                                                | All                                                                                                                                     | Operating Rights | 50.00000%  |
| 52                | PROD   | Eugene Island | 126    | 9,400 to 99,999                                                                                                                                                                                                                                                  | SE/4NE/4;NE/4SE/4                                                                                                                       | Operating Rights | 100.00000% |
| 52                | PROD   | Eugene Island | 126    | 12,056 to 99,999                                                                                                                                                                                                                                                 | W/2;W/2E/2;NE/4NE/4;SE/4SE/4                                                                                                            | Operating Rights | 50.00000%  |
| G03152            | PROD   | Eugene Island | 136    | 19,135' to 99,999                                                                                                                                                                                                                                                | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G01220            | PROD   | Eugene Island | 158    | 17,588 to 99,999                                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 50.00000%  |
| G13622            | PROD   | Eugene Island | 173    | 14,097' to 99,999                                                                                                                                                                                                                                                | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G03782            | PROD   | Eugene Island | 174    | from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS                                                                                      | SW/4                                                                                                                                    | Operating Rights | 100.00000% |
| G03782            | PROD   | Eugene Island | 174    | 12,431' TVDSS to 99,999'                                                                                                                                                                                                                                         | N/2;SE/5                                                                                                                                | Operating Rights | 50.00000%  |
| 438               | PROD   | Eugene Island | 175    | 13,032 to 99,999                                                                                                                                                                                                                                                 | All                                                                                                                                     | Operating Rights | 37.50000%  |
| G10736            | PROD   | Eugene Island | 187    | 17,170' to 99,999                                                                                                                                                                                                                                                | All                                                                                                                                     | Operating Rights | 50.00000%  |
| 423               | PROD   | Eugene Island | 189    | 13,638' to 99,999                                                                                                                                                                                                                                                | W/2;W/2E/2                                                                                                                              | Operating Rights | 50.00000%  |
| G05502            | UNIT   | Eugene Island | 211    | surface to 99,999'                                                                                                                                                                                                                                               | SE/4SE/4;<br>E/2SW/4SE/4                                                                                                                | Operating Rights | 66.66667%  |
| G05504            | PROD   | Eugene Island | 224    | 18,000' to 99,999'                                                                                                                                                                                                                                               | All                                                                                                                                     | Operating Rights | 15.00000%  |
| G22679            | TERMIN | Eugene Island | 312    | 9,000' TVD to 99,999' TVDSS                                                                                                                                                                                                                                      | E/2NW/4;W/2NE/4                                                                                                                         | Operating Rights | 50.00000%  |
| G22679            | TERMIN | Eugene Island | 312    | 9,015' TVDSS to 99,999'                                                                                                                                                                                                                                          | W/2NW/4;E/2NE/4;S/3                                                                                                                     | Operating Rights | 50.00000%  |
| G02112            | TERMIN | Eugene Island | 315    | 25,000' SS TVD down to 99,999'                                                                                                                                                                                                                                   | S/2                                                                                                                                     | Operating Rights | 25.00000%  |
| G24912            | PROD   | Eugene Island | 315    | 8,000' subsea to 99,999'                                                                                                                                                                                                                                         | N/2                                                                                                                                     | Operating Rights | 50.00000%  |
| G05040            | PROD   | Eugene Island | 316    | 7,739' TVDSS to 99,999'                                                                                                                                                                                                                                          | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G02912            | TERMIN | Eugene Island | 329    | from 7,871' TVDSS to 99,999'                                                                                                                                                                                                                                     |                                                                                                                                         | Operating Rights | 50.00000%  |
| G02115            | UNIT   | Eugene Island | 330    | 8,329' TVDSS to 99,999'                                                                                                                                                                                                                                          | SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4 | Operating Rights | 21.00000%  |
| G02115            | UNIT   | Eugene Island | 330    | 8,329' TVDSS to 99,999'                                                                                                                                                                                                                                          | SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4 | Operating Rights | 11.51246%  |
| G02317            | TERMIN | Eugene Island | 333    | 12,629' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   |                                                                                                                                         | Operating Rights | 50.00000%  |
| G15263            | TERMIN | Eugene Island | 334    | 12,629' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   |                                                                                                                                         | Operating Rights | 50.00000%  |
| G03332            | UNIT   | Eugene Island | 337    | 7,026' TVD to 99,999' TVDSS.                                                                                                                                                                                                                                     | NE/4NE/4NE/4                                                                                                                            | Operating Rights | 98.00000%  |
| G03332            | UNIT   | Eugene Island | 337    | 6,020' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                    | SW/4SE/4SE/4; S/2SW/4SW/4                                                                                                               | Operating Rights | 100.00000% |
| G03332            | UNIT   | Eugene Island | 337    | 12,455' TVDSS to 99,999'                                                                                                                                                                                                                                         | SE/4SW/4, W/2SE/4, and SW/4NE/4                                                                                                         | Operating Rights | 50.00000%  |
| G14482            | PROD   | Eugene Island | 346    | 13,469' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   | N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4                                                                          | Operating Rights | 50.00000%  |
| G14482            | PROD   | Eugene Island | 346    | 7,511' TVD to 99,999' TVDSS                                                                                                                                                                                                                                      | NE/4                                                                                                                                    | Operating Rights | 100.00000% |
| G14482            | PROD   | Eugene Island | 346    | from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS                                                       | W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4                                                                                    | Operating Rights | 100.00000% |
| G10752            | PROD   | Eugene Island | 354    | 9,669' TVDSS to 99,999'                                                                                                                                                                                                                                          | S/2, S/2N/2 and NE/4NE/4                                                                                                                | Operating Rights | 50.00000%  |
| G02324            | PROD   | Eugene Island | 361    | 5,220' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                    | All                                                                                                                                     | Operating Rights | 6.17647%   |
| G31470            | PROD   | Ewing Bank    | 782    | 12,960' TVDSS to 99,999                                                                                                                                                                                                                                          | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G03228            | UNIT   | Galveston     | 180    | 8,900' to 99,999                                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 50.00000%  |
| G25524            | PROD   | Galveston     | 210    | 100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS                                                                                                                                                                                           | N/2NE/4                                                                                                                                 | Operating Rights | 33.34000%  |
| G25524            | PROD   | Galveston     | 210    | 9,636' to 99,999                                                                                                                                                                                                                                                 | S/2NE/4, NW/4 and S/2                                                                                                                   | Operating Rights | 33.34000%  |
| 174               | UNIT   | Grand Isle    | 32     | depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).                                                                                                                                                                                                     | S/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 126               | UNIT   | Grand Isle    | 39     | below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)                                                                                                                                                                                                             | E/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 127               | UNIT   | Grand Isle    | 39     | below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)                                                                                                                                                                                                             | W/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 128               | UNIT   | Grand Isle    | 40     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 18.75000%  |
| 129               | UNIT   | Grand Isle    | 41     | below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)                                                                                                                                                                                                             | E/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 130               | UNIT   | Grand Isle    | 41     | 18,000' subsea (TVDS) to 99,999' subsea (TVDS)                                                                                                                                                                                                                   | W/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 131               | UNIT   | Grand Isle    | 42     | below 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                           |                                                                                                                                         | Operating Rights | 18.75000%  |
| 175               | UNIT   | Grand Isle    | 43     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 18.75000%  |
| 176               | UNIT   | Grand Isle    | 44     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 | N/2                                                                                                                                     | Operating Rights | 18.75000%  |
| 132               | UNIT   | Grand Isle    | 46     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 18.75000%  |
| 133               | UNIT   | Grand Isle    | 47     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 18.75000%  |
| 134               | UNIT   | Grand Isle    | 48     | 18,000' subsea (TVDS) to 99,999'                                                                                                                                                                                                                                 |                                                                                                                                         | Operating Rights | 18.75000%  |
| 177               | UNIT   | Grand Isle    | 52     | depths below 17,651' TVDSS down to 99,999' TVDSS                                                                                                                                                                                                                 | N/2                                                                                                                                     | Operating Rights | 18.75000%  |
| G13944            | UNIT   | Grand Isle    | 116    | 19,402' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   |                                                                                                                                         | Operating Rights | 25.00000%  |
| G01848            | PROD   | High Island   | 129    | 15,418' TVDSS to 99,999'                                                                                                                                                                                                                                         | W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2                                                                                                      | Operating Rights | 45.00000%  |
| G03236            | UNIT   | High Island   | 179    | 9,839' TVDSS to 99,999'                                                                                                                                                                                                                                          | W/2NW/4;S/2                                                                                                                             | Operating Rights | 50.00000%  |
| G03236            | UNIT   | High Island   | 179    | 10,036' TVDSS to 99,999'                                                                                                                                                                                                                                         | E/2N/2;E/2W/2N/2                                                                                                                        | Operating Rights | 50.00000%  |
| G20660            | PROD   | High Island   | 206    | 12,145' TVDSS to 99,999'                                                                                                                                                                                                                                         | All                                                                                                                                     | Operating Rights | 50.00000%  |
| G25605            | PROD   | High Island   | A0341  | 8,847' TVDSS to 99,999'                                                                                                                                                                                                                                          | All                                                                                                                                     | Operating Rights | 30.00000%  |
| G02750            | PROD   | High Island   | A0365  | 5,659' TVDSS to 99,999'                                                                                                                                                                                                                                          | All                                                                                                                                     | Operating Rights | 26.54255%  |
| G02754            | PROD   | High Island   | A0376  | 11,850' TVDSS to 99,999'                                                                                                                                                                                                                                         | N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4                                                                              | Operating Rights | 22.28723%  |
| G02757            | PROD   | High Island   | A0382  | 11,025' TVDSS to 99,999'                                                                                                                                                                                                                                         | All                                                                                                                                     | Operating Rights | 36.20529%  |
| G02721            | PROD   | High Island   | A0595  | 10,827' TVDSS to 99,999'                                                                                                                                                                                                                                         | All                                                                                                                                     | Operating Rights | 36.20510%  |
| G02722            | PROD   | High Island   | A0596  | 13,264' TVDSS to 99,999'                                                                                                                                                                                                                                         | All                                                                                                                                     | Operating Rights | 36.20510%  |
| G02393            | PROD   | High Island   | A0573  | 7,795' to 99,999'                                                                                                                                                                                                                                                |                                                                                                                                         | Operating Rights | 36.20510%  |
| G04481            | RELINQ | Main Pass     | 77     | depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999' |                                                                                                                                         | Operating Rights | 11.76468%  |
| G02193            | PROD   | Main Pass     | 140    | 8,959' TVDSS to 99,999'                                                                                                                                                                                                                                          |                                                                                                                                         | Operating Rights | 32.50000%  |
| G07827            | TERMIN | Main Pass     | 259    | 11,636' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   |                                                                                                                                         | Operating Rights | 28.45078%  |
| G07828            | TERMIN | Main Pass     | 260    | from 12,072' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                              |                                                                                                                                         | Operating Rights | 28.45078%  |
| G15395            | PROD   | Main Pass     | 275    | 11,278' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                   |                                                                                                                                         | Operating Rights | 50.00000%  |
| G01666            | PROD   | Main Pass     | 289    | 9,077' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                    | N/2, SW/4 and W/2W/2SE/4                                                                                                                | Operating Rights | 50.00000%  |
| G01673            | UNIT   | Main Pass     | 296    | below 9,500' TVDSS down to 99,999' TVDSS                                                                                                                                                                                                                         |                                                                                                                                         | Operating Rights | 16.66667%  |
| G04253            | UNIT   | Main Pass     | 303    | 6,060' TVDSS to 99,999'                                                                                                                                                                                                                                          | N/2 and N/2S/2                                                                                                                          | Operating Rights | 93.10100%  |
| G32265            | PROD   | Main Pass     | 308    | from 6,284' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                               |                                                                                                                                         | Operating Rights | 50.00000%  |
| G08760            | PROD   | Main Pass     | 309    | 6,510' TVDSS to 99,999'                                                                                                                                                                                                                                          |                                                                                                                                         | Operating Rights | 50.00000%  |
| G04126            | UNIT   | Main Pass     | 310    | 6,944' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                                    |                                                                                                                                         | Operating Rights | 50.00000%  |

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| Lease / ROW / RUE | Status  | Area               | Block | Depths                                                                                                                                                                                                                    | Area / Aliquot                                                    | Leasehold        | WI        |
|-------------------|---------|--------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------|-----------|
| G02213            | PROD    | Main Pass          | 311   | below 12,000' TVDSS down to 99,999' TVDSS                                                                                                                                                                                 |                                                                   | Operating Rights | 16.6666%  |
| G16520            | PROD    | Main Pass          | 312   | 10,989' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 50.0000%  |
| G08467            | PROD    | Main Pass          | 315   | from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'                                                               | W/2NW/4 and W/2E/2NW/4                                            | Operating Rights | 100.0000% |
| G08467            | PROD    | Main Pass          | 315   | from 7,760' TVDSS to 99,999' TVDSS                                                                                                                                                                                        | S/2, NE/4 and E/2E/2NW/4                                          | Operating Rights | 50.0000%  |
| G01966            | UNIT    | Main Pass          | 152   | from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'                                                                                                   |                                                                   | Operating Rights | 37.5000%  |
| G01967            | UNIT    | Main Pass          | 153   | 10,700' MD down to a depth of 50,000' TVD                                                                                                                                                                                 |                                                                   | Operating Rights | 37.5000%  |
| MF88562           | Shut-In | Matagorda Is       | 487   | 4 below the base of the MF Sand                                                                                                                                                                                           | SW/4                                                              | Leasehold        | 50.0000%  |
| MF88560           | Shut-In | Matagorda Is       | 487   | below the base of the MF Sand                                                                                                                                                                                             | SE/4                                                              | Leasehold        | 50.0000%  |
| MF80522           | Shut-In | Matagorda Is       | 518   | below the base of the 15600 Sand                                                                                                                                                                                          | NW/4                                                              | Leasehold        | 50.0000%  |
| MF79413           | Shut-In | Matagorda Is       | 519   | below the base of the 16950 Sand                                                                                                                                                                                          | NE/4                                                              | Leasehold        | 50.0000%  |
| G09777            | PROD    | Mississippi Canyon | 108   | below 20,000' true vertical depth subsea down to 99,999'                                                                                                                                                                  | All                                                               | Operating Rights | 37.5939%  |
| G18192            | PROD    | Mississippi Canyon | 110   | 6,688' TVDSS to 99,999'                                                                                                                                                                                                   | All                                                               | Operating Rights | 25.0000%  |
| G02968            | PROD    | Mississippi Canyon | 311   | 11,860' TVDSS to 99,999'                                                                                                                                                                                                  | All                                                               | Operating Rights | 50.0000%  |
| G26176            | PROD    | Mobile             | 826   | 21,730' TVDSS to 99,999'                                                                                                                                                                                                  |                                                                   | Operating Rights | 37.5000%  |
| 333               | UNIT    | Ship Shoal         | 30    | 17,478' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 18.7500%  |
| G02919            | PROD    | Ship Shoal         | 91    | 11,148' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 6.2500%   |
| G02919            | PROD    | Ship Shoal         | 91    | 11,148' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 28.1250%  |
| G12941            | PROD    | Ship Shoal         | 129   | 17,446' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G15282            | PROD    | Ship Shoal         | 151   | from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS | All                                                               | Operating Rights | 50.0000%  |
| 820               | PROD    | Ship Shoal         | 169   | 10,658' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 33.3300%  |
| G05550            | UNIT    | Ship Shoal         | 175   | surface to 99,999' TVD                                                                                                                                                                                                    | S/2SW/4NW/4; NW/4SW/4                                             | Operating Rights | 66.6667%  |
| G33646            | PROD    | Ship Shoal         | 176   | 12,274' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 20.0000%  |
| G05551            | PROD    | Ship Shoal         | 178   | 10,031' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G03998            | PROD    | Ship Shoal         | 182   | 11,825' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2                                                               | Operating Rights | 50.0000%  |
| G04232            | PROD    | Ship Shoal         | 189   | 19,077' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4                            | Operating Rights | 49.4791%  |
| G04232            | PROD    | Ship Shoal         | 189   | 19,000' TVD to 99,999' TVDSS                                                                                                                                                                                              | S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4                             | Operating Rights | 49.4791%  |
| G13917            | PROD    | Ship Shoal         | 193   | 12,901' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G15288            | PROD    | Ship Shoal         | 194   | 13,619' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 50.0000%  |
| G12355            | PROD    | Ship Shoal         | 198   | 12,072' TVDSS to 99,999'                                                                                                                                                                                                  | NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4                       | Operating Rights | 25.0000%  |
| 593               | PROD    | Ship Shoal         | 198   | 12,072' TVDSS to 99,999'                                                                                                                                                                                                  | E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4                   | Operating Rights | 25.0000%  |
| 594               | PROD    | Ship Shoal         | 199   | 10,440' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4 | Operating Rights | 25.0000%  |
| G01520            | PROD    | Ship Shoal         | 204   | 12,791' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 27.5816%  |
| G01522            | UNIT    | Ship Shoal         | 206   | 12,355' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 30.0000%  |
| G01523            | UNIT    | Ship Shoal         | 207   | below 15,000' down to 99,999' TVD                                                                                                                                                                                         | All                                                               | Operating Rights | 23.9587%  |
| G01524            | PROD    | Ship Shoal         | 216   | 14,088' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 27.7781%  |
| G10780            | PROD    | Ship Shoal         | 243   | from 15,858' TVDSS to 99,999' TVDSS                                                                                                                                                                                       | E/2                                                               | Operating Rights | 25.0000%  |
| G10780            | PROD    | Ship Shoal         | 243   | 20,000' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2                                                               | Operating Rights | 25.0000%  |
| G01038            | UNIT    | Ship Shoal         | 271   | 7,810' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | All                                                               | Operating Rights | 10.0000%  |
| G01039            | PROD    | Ship Shoal         | 274   | 8,525' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | All                                                               | Operating Rights | 50.0000%  |
| G26074            | PROD    | Ship Shoal         | 314   | 10,750' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2W/2                                                            | Operating Rights | 37.5000%  |
| G26074            | PROD    | Ship Shoal         | 314   | 10,950' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | E/2W/2 and E/2                                                    | Operating Rights | 37.5000%  |
| G15312            | PROD    | Ship Shoal         | 354   | 14,853' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| 334               | UNIT    | Ship Shoal         | 31    | 15,320' to 99,999'                                                                                                                                                                                                        |                                                                   | Operating Rights | 18.7500%  |
| 335               | UNIT    | Ship Shoal         | 32    | 11,315' to 99,999'                                                                                                                                                                                                        |                                                                   | Operating Rights | 18.7500%  |
| G09627            | SOP     | Ship Shoal         | 277   | 10,000' TVD down to a depth of 50,000' TVD subsea                                                                                                                                                                         | All                                                               | Operating Rights | 50.0000%  |
| G01182            | TERMIN  | South Marsh Is     | 11    | 13,007' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G01194            | PROD    | South Marsh Is     | 58    | 13,639' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 50.0000%  |
| G17938            | PROD    | South Marsh Is     | 105   | 9,220' TVDSS to 99,999' TVDSS                                                                                                                                                                                             |                                                                   | Operating Rights | 50.0000%  |
| G03776            | PROD    | South Marsh Is     | 106   | 9,368' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | S/2                                                               | Operating Rights | 50.0000%  |
| G02883            | PROD    | South Marsh Is     | 127   | all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)                                                                                                                                                                  |                                                                   | Operating Rights | 8.67331%  |
| G02587            | PROD    | South Marsh Is     | 128   | from 9,016' TVDSS to 99,999' TVDSS                                                                                                                                                                                        |                                                                   | Operating Rights | 8.67331%  |
| G02587            | PROD    | South Marsh Is     | 128   | from 9,016' TVDSS to 99,999' TVDSS                                                                                                                                                                                        |                                                                   | Operating Rights | 33.3334%  |
| G02592            | PROD    | South Marsh Is     | 149   | 7,386' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | All                                                               | Operating Rights | 25.0000%  |
| G04809            | PROD    | South Marsh Is     | 161   | 10,576' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2 and W/2E/2                                                    | Operating Rights | 50.0000%  |
| G04809            | PROD    | South Marsh Is     | 161   | from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD                                                | E/2E/2                                                            | Operating Rights | 100.0000% |
| G02311            | PROD    | South Marsh Is     | 269   | 11,719' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 36.4179%  |
| G14456            | PROD    | South Marsh Is     | 280   | 14,115' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | W/2, NE/4 and E/2E/2SE/4                                          | Operating Rights | 25.0000%  |
| G14456            | PROD    | South Marsh Is     | 280   | from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS  | W/2SE/4 and W/2E/2SE/4                                            | Operating Rights | 50.0000%  |
| G02600            | PROD    | South Marsh Is     | 281   | 16,062' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 34.06318% |
| G21618            | PROD    | South Marsh Is     | 93    | 13,299' to 99,999'                                                                                                                                                                                                        |                                                                   | Operating Rights | 6.2500%   |
| 792               | PROD    | South Marsh Is     | 108   | all depths below 14,000' TVD                                                                                                                                                                                              |                                                                   | Operating Rights | 16.6667%  |
| G01192            | PROD    | South Marsh Is     | 41    | 15,000' TVD down to a depth of 50,000' TVD                                                                                                                                                                                | W/2                                                               | Operating Rights | 25.0000%  |
| G01192            | PROD    | South Marsh Is     | 41    | 11,500' TVD down to a depth of 50,000' TVD                                                                                                                                                                                | E/2                                                               | Operating Rights | 50.0000%  |
| 786               | PROD    | South Marsh Is     | 48    | 13,000' TVD down to a depth of 50,000' Subsea                                                                                                                                                                             | All                                                               | Operating Rights | 50.0000%  |
| G01294            | PROD    | South Pass         | 62    | 18,247' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G01614            | PROD    | South Pass         | 70    | 8,480' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | All                                                               | Operating Rights | 50.0000%  |
| G07799            | TERMIN  | South Pass         | 87    | 18,001' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 16.6800%  |
| G07799            | TERMIN  | South Pass         | 87    | 18,001' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 16.6700%  |
| G01618            | PROD    | South Pass         | 89    | 16,802' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 25.0000%  |
| G01901            | UNIT    | South Pass         | 64    | from 10,700' Measured Depth down to a depth of 50,000' TVD subsea                                                                                                                                                         |                                                                   | Operating Rights | 37.5000%  |
| G01610            | UNIT    | South Pass         | 65    | from 10,700' Measured Depth down to a depth of 50,000' TVD subsea                                                                                                                                                         | All                                                               | Operating Rights | 37.5000%  |
| G04234            | TERMIN  | South Pelto        | 1     | 12,460' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | 50.0000%  |
| G02924            | TERMIN  | South Pelto        | 9     | 100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS                                                        | NE/4                                                              | Operating Rights | 50.0000%  |
| G02924            | TERMIN  | South Pelto        | 9     | 16,992' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | S/2; NW/4                                                         | Operating Rights | 50.0000%  |
| G02925            | TERMIN  | South Pelto        | 10    | 13,261' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | -         |
| 71                | RELINQ  | South Pelto        | 11    | 11,705' TVDSS to 99,999' TVDSS                                                                                                                                                                                            |                                                                   | Operating Rights | -         |
| G24956            | PROD    | South Timbalier    | 49    | 18,800' TVD to 99,999' TVDSS                                                                                                                                                                                              | All                                                               | Operating Rights | 50.0000%  |
| G04000            | PROD    | South Timbalier    | 53    | 6,782' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | All                                                               | Operating Rights | 25.0000%  |
| G01960            | PROD    | South Timbalier    | 148   | 17,777' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4                  | Operating Rights | 7.7750%   |
| G05612            | PROD    | South Timbalier    | 205   | 18,640' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | SE/4SW/4                                                          | Operating Rights | 25.0000%  |
| G16455            | PROD    | South Timbalier    | 291   | 9,669' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | N/2 and SE/4                                                      | Operating Rights | 50.0000%  |
| G16455            | PROD    | South Timbalier    | 291   | 7,461' TVDSS to 99,999' TVDSS                                                                                                                                                                                             | SW/4                                                              | Operating Rights | 100.0000% |
| G05646            | UNIT    | South Timbalier    | 295   | 14,293' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 50.0000%  |
| G31418            | PROD    | South Timbalier    | 311   | 12,251' TVD to 99,999'                                                                                                                                                                                                    | All                                                               | Operating Rights | 22.5000%  |
| G22762            | PROD    | South Timbalier    | 316   | 12,520' TVDSS to 99,999' TVDSS                                                                                                                                                                                            | All                                                               | Operating Rights | 10.0000%  |
| G03328            | TERMIN  | Vermilion          | 261   | 9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 5T to 99,999' TVDSS                                                                                                                     | S/2S/2NE/4 and N/2NE/4SE/4                                        | Operating Rights | 37.5000%  |

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Exhibit I-A(ii)

| Lease / ROW / RUE | Status | Area         | Block | Depths                                                                                                                                                                                                                                       | Area / Aliquot                                                                                      | Leasehold        | WI         |
|-------------------|--------|--------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------|------------|
| G03328            | TERMIN | Vermilion    | 261   | 9,304' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                | W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4                                         | Operating Rights | 37.50000%  |
| G01955            | SOP    | Vermilion    | 265   | 10,465' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 50.00000%  |
| G21096            | TERMIN | Vermilion    | 326   | 8,447' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                | All                                                                                                 | Operating Rights | 35.15742%  |
| G02274            | UNIT   | Vermilion    | 369   | below 10,000' down to 99,999'                                                                                                                                                                                                                | NW/4, W/2E/2, NE/4NE/4                                                                              | Operating Rights | 11.58535%  |
| G02580            | PROD   | Vermilion    | 380   | 10,245' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 50.00000%  |
| G02278            | UNIT   | Vermilion    | 386   | 5,175' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                | NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4                                | Operating Rights | 15.08620%  |
| G02278            | UNIT   | Vermilion    | 386   | 5,175' TVDSS to 99,999' TVDSS                                                                                                                                                                                                                | S/2, SW/4NW/4, S/2S/2NE/4, W/2NNW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4                              | Operating Rights | 14.48210%  |
| G04800            | PROD   | Vermilion    | 271   | 6,103' TVD down to a depth of 50,000' TVD subsea                                                                                                                                                                                             | All                                                                                                 | Operating Rights | 6.25000%   |
| G15212            | PROD   | Vermilion    | 408   | below 9,000' TVD                                                                                                                                                                                                                             | All                                                                                                 | Operating Rights | 50.00000%  |
| G10930            | UNIT   | Viosca Knoll | 251   | depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252                                           | All                                                                                                 | Operating Rights | 3.75000%   |
| G10933            | UNIT   | Viosca Knoll | 340   | depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252                                           | All                                                                                                 | Operating Rights | 3.75000%   |
| G07898            | TERMIN | Viosca Knoll | 693   | 11,636' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 28.45078%  |
| G13055            | TERMIN | Viosca Knoll | 694   | 10,774' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | W/2, NE/4 and N/2SE/4                                                                               | Operating Rights | 26.53745%  |
| G13055            | TERMIN | Viosca Knoll | 694   | 11,714' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | S/2SE/4                                                                                             | Operating Rights | 26.53745%  |
| G15050            | PROD   | West Cameron | 33    | 15,055' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               |                                                                                                     | Operating Rights | 50.00000%  |
| G02825            | PROD   | West Cameron | 65    | all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'                                                                                    | E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5                                                             | Operating Rights | 100.00000% |
| G02825            | PROD   | West Cameron | 65    | depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS | NE/4                                                                                                | Operating Rights | 81.25000%  |
| G23735            | PROD   | West Cameron | 72    | 15,126' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 12.50000%  |
| 247               | TERMIN | West Cameron | 102   | 14,150' TVD to 99,999' TVDSS                                                                                                                                                                                                                 | N/2SW/4NW/4, NW/4SE/4NW/4                                                                           | Operating Rights | 100.00000% |
| 81                | PROD   | West Cameron | 110   | all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)                                                                                                                                                                                     | All                                                                                                 | Operating Rights | 18.75000%  |
| 82                | PROD   | West Cameron | 111   | below 15,000' (TVDSS) down to 99,999' (TVDSS)                                                                                                                                                                                                | SE/4                                                                                                | Operating Rights | 18.75000%  |
| G04818            | TERMIN | West Cameron | 290   | 9,500' TVD to 99,999' TVDSS                                                                                                                                                                                                                  |                                                                                                     | Operating Rights | 8.33334%   |
| 680               | PROD   | West Cameron | 20    | 13,500' TVD to 50,000' TVD                                                                                                                                                                                                                   | All                                                                                                 | Operating Rights | 25.00000%  |
| G02826            | PROD   | West Cameron | 66    | 13,590' to 99,999'                                                                                                                                                                                                                           | W1/2; N1/2SE1/4                                                                                     | Operating Rights | 37.50000%  |
| G02826            | PROD   | West Cameron | 66    | 9,216' to 99,999'                                                                                                                                                                                                                            | S1/2SE1/4                                                                                           | Operating Rights | 75.00000%  |
| 179               | UNIT   | West Delta   | 67    | below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)                                                                                                                                                                                       | S/2                                                                                                 | Operating Rights | 18.75000%  |
| 180               | UNIT   | West Delta   | 68    | below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)                                                                                                                                                                                       | S/2                                                                                                 | Operating Rights | 18.75000%  |
| 181               | UNIT   | West Delta   | 69    | 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)                                                                                                                                                                                             | All                                                                                                 | Operating Rights | 18.75000%  |
| 182               | UNIT   | West Delta   | 70    | 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)                                                                                                                                                                                             | All                                                                                                 | Operating Rights | 18.75000%  |
| 838               | UNIT   | West Delta   | 71    | depths below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)                                                                                                                                                                                | All                                                                                                 | Operating Rights | 18.75000%  |
| G01085            | PROD   | West Delta   | 75    | 17,844' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 50.00000%  |
| G01089            | PROD   | West Delta   | 90    | 13,199' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | N/2 and N/2S/2                                                                                      | Operating Rights | 50.00000%  |
| G01089            | PROD   | West Delta   | 90    | 13,199' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | S/2S/2                                                                                              | Operating Rights | 40.62500%  |
| 839               | PROD   | West Delta   | 94    | 13,159' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               |                                                                                                     | Operating Rights | 37.50000%  |
| G01497            | PROD   | West Delta   | 95    | 13,601' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4                                                            | Operating Rights | 37.50000%  |
| G12360            | PROD   | West Delta   | 103   | 13,279' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4                     | Operating Rights | 40.62500%  |
| 840               | PROD   | West Delta   | 103   | 13,279' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4 | Operating Rights | 50.00000%  |
| 841               | PROD   | West Delta   | 104   | 11,970' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | NW4, N2NE4, SW4NE4 and N2SE4NE4                                                                     | Operating Rights | 50.00000%  |
| 842               | PROD   | West Delta   | 105   | 12,149' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | N2S2N2                                                                                              | Operating Rights | 50.00000%  |
| G19843            | PROD   | West Delta   | 121   | 11,899' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               |                                                                                                     | Operating Rights | 42.00000%  |
| G10883            | TERMIN | West Delta   | 128   | 18,566' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 50.00000%  |
| G01106            | PROD   | West Delta   | 133   | 10,923' TVD (being the total depth drilled in the Newfield Exploration Company OCS-G 11016 No F-1 Well, plus 100 feet) down to 99,999' TVDSS                                                                                                 | S/2                                                                                                 | Operating Rights | 100.00000% |
| G01106            | PROD   | West Delta   | 133   | 15,197' TVDSS to 99,999' TVDSS                                                                                                                                                                                                               | N/2                                                                                                 | Operating Rights | 50.00000%  |
| G01498            | PROD   | West Delta   | 96    | 13,399' TVDSS to 18,000' TVDSS                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 37.50000%  |
| G01498            | PROD   | West Delta   | 96    | 13,399' SSTVD to 18,000' SSTVD                                                                                                                                                                                                               | All                                                                                                 | Operating Rights | 37.50000%  |

| Asset Name                     | FWE Acct. Code | Lease Number | API          |
|--------------------------------|----------------|--------------|--------------|
| BRAZOS 491 #004                | BA49100400     | G06069       | 427044034300 |
| BRAZOS 491 #005                | BA49100500     | G06069       | 427044035700 |
| BRAZOS 491 #A001               | BA491A0100     | G06069       | 427044018200 |
| BRAZOS 491 #A002               | BA491A0200     | G06069       | 427044018300 |
| BRAZOS 491 #A003               | BA491A0300     | G06069       | 427044032900 |
| BRAZOS A-105 #B001             | BAA105B010     | G01757       | 427054012200 |
| BRAZOS A-105 #B002             | BAA105B020     | G01757       | 427054012600 |
| BRAZOS A-105 #B003             | BAA105B030     | G01757       | 427054012800 |
| BRAZOS A-105 #B004             | BAA105B040     | G01757       | 427054013000 |
| BRAZOS A-105 #B005             | BAA105B050     | G01757       | 427054013300 |
| BRAZOS A-133 #A001             | BAA133A010     | G02665       | 427054002400 |
| BRAZOS A-133 #A002             | BAA133A020     | G02665       | 427054003300 |
| BRAZOS A-133 #A003             | BAA133A030     | G02665       | 427054003500 |
| BRAZOS A-133 #A004 ST1         | BAA133A041     | G02665       | 427054004301 |
| BRAZOS A-133 #A005 ST1         | BAA133A051     | G02665       | 427054004001 |
| BRAZOS A-133 #A006             | BAA133A060     | G02665       | 427054004500 |
| BRAZOS A-133 #A007             | BAA133A070     | G02665       | 427054004800 |
| BRAZOS A-133 #A008             | BAA133A080     | G02665       | 427054005200 |
| BRAZOS A-133 #A009             | BAA133A090     | G02665       | 427054005400 |
| BRAZOS A-133 #A010             | BAA133A100     | G02665       | 427054013100 |
| BRAZOS A-133 #C001             | BAA133C010     | G02665       | 427054007800 |
| BRAZOS A-133 #C002             | BAA133C020     | G02665       | 427054008200 |
| BRAZOS A-133 #C003             | BAA133C030     | G02665       | 427054010700 |
| BRAZOS A-133 #C004             | BAA133C040     | G02665       | 427054013500 |
| BRAZOS A-133 #D001 ST1         | BAA133D011     | G02665       | 427054009201 |
| BRAZOS A-133 #D003             | BAA133D030     | G02665       | 427054012700 |
| CHANDELEUR 042 #A002           | CA042A0200     | G32267       | 177294001500 |
| CHANDELEUR 043 #A001           | CA043A0100     | G32268       | 177294001400 |
| CHANDELEUR 043 #A003           | CA043A0300     | G32268       | 177294001600 |
| EAST CAMERON 002 #001 SL 18121 | SL18121010     | 18121        | 177032013600 |
| EAST CAMERON 002 #001AL 16475  | SL16475010     | 16475        | 177032012000 |
| EAST CAMERON 002 #002AL 16475  | SL16475020     | 16475        | 177032012200 |
| EAST CAMERON 002 #003 SL16475  | SL16475030     | 16475        | 177032012300 |
| EAST CAMERON 002 #004AL 16475  | SL16475040     | 16475        | 177032012400 |
| EAST CAMERON 002 #005AL 16475  | SL16475050     | 16475        | 177032012500 |
| EAST CAMERON 009 #B009         | EC009B0900     | G01440       | 177032004300 |
| EAST CAMERON 014 #012          | EC01401200     | G01440       | 177034060600 |
| EAST CAMERON 014 #013          | EC01401300     | G01440       | 177034101300 |
| EAST CAMERON 014 #B006         | EC014B0600     | G01440       | 177032003700 |
| EAST CAMERON 014 #B007         | EC014B0700     | G01440       | 177032004000 |
| EAST CAMERON 014 #B008         | EC014B0800     | G01440       | 177032004200 |
| EAST CAMERON 014 #B010 ST1     | EC014B1001     | G01440       | 177032004601 |
| EAST CAMERON 014 #B011         | EC014B1100     | G01440       | 177034006900 |
| EAST CAMERON 014 #B013         | EC014B13       | G13572       | 177034094700 |
| EAST CAMERON 014 #CF001        | EC014CF010     | G01440       | 177030032800 |
| EAST CAMERON 014 #CF002        | EC014CF020     | G13572       | 177034068600 |

| Asset Name                 | FWE Acct. Code | Lease Number | API          |
|----------------------------|----------------|--------------|--------------|
| EAST CAMERON 037 #A002     | EC037A0200     | G25933       | 177034101700 |
| EAST CAMERON 265 #D001     | EC265D0100     | G00972       | 177044105100 |
| EAST CAMERON 265 #D002     | EC265D0200     | G00972       | 177044106200 |
| EAST CAMERON 265 #D003     | EC265D0300     | G00972       | 177044106300 |
| EAST CAMERON 265 #D004     | EC265D0400     | G00972       | 177044106400 |
| EAST CAMERON 265 #D005     | EC265D0500     | G00972       | 177044106500 |
| EAST CAMERON 278 #B009     | EC278B0900     | G00974       | 177044071700 |
| EAST CAMERON 278 #C001     | EC278C0100     | G00974       | 177044058500 |
| EAST CAMERON 278 #C002     | EC278C0204     | G00974       | 177044070000 |
| EAST CAMERON 278 #C003     | EC278C0300     | G00974       | 177044071800 |
| EAST CAMERON 278 #C004 ST2 | EC278C0401     | G00974       | 177044072101 |
| EAST CAMERON 278 #C005     | EC278C0500     | G00974       | 177044069700 |
| EAST CAMERON 278 #C006     | EC278C0600     | G00974       | 177044071400 |
| EAST CAMERON 278 #C007     | EC278C0700     | G00974       | 177044094800 |
| EAST CAMERON 278 #C008     | EC278C0800     | G00974       | 177044109800 |
| EAST CAMERON 278 #C009     | EC278C0900     | G00974       | 177044109901 |
| EAST CAMERON 338 #A002     | EC338A0200     | G02063       | 177044024700 |
| EAST CAMERON 338 #A003     | EC338A0300     | G02063       | 177044025000 |
| EAST CAMERON 338 #A011     | EC338A1100     | G02063       | 177044028800 |
| EAST CAMERON 338 #A015     | EC338A1500     | G02063       | 177044032000 |
| EAST CAMERON 338 #A016     | EC338A1601     | G02063       | 177044034601 |
| EAST CAMERON 338 #A022     | EC338A2200     | G02063       | 177044025101 |
| EUGENE IS 053 #008D        | EI053008D0     | 00479        | 177094086200 |
| EUGENE IS 053 #009         | EI05300900     | 00479        | 177094094000 |
| EUGENE IS 053 #010 ST1     | EI05301001     | 00479        | 177094113001 |
| EUGENE IS 053 #012 ST1     | EI05301201     | 00479        | 177094115301 |
| EUGENE IS 053 #015 BP1     | EI05301501     | 00479        | 177094127601 |
| EUGENE IS 053 #B001D       | EI053B01D0     | 00479        | 177094085900 |
| EUGENE IS 053 #C001        | EI053C0101     | 00479        | 177094121101 |
| EUGENE IS 053 #C002        | EI053C0200     | 00479        | 177094122600 |
| EUGENE IS 053 #G001 ST1    | EI053G01D2     | 00479        | 177094144201 |
| EUGENE IS 119 #030 ST1     | EI11903001     | 00049        | 177094079801 |
| EUGENE IS 119 #033 ST2     | EI11903302     | 00049        | 177094117002 |
| EUGENE IS 119 #034         | EI11903400     | 00049        | 177094118700 |
| EUGENE IS 119 #035 ST1     | EI11903501     | 00049        | 177094120301 |
| EUGENE IS 119 #037 ST1     | EI11903701     | 00049        | 177094129001 |
| EUGENE IS 119 #F001D       | EI119F01D0     | 00049        | 177090026700 |
| EUGENE IS 119 #F002 ST1    | EI119F0201     | 00049        | 177090026801 |
| EUGENE IS 119 #F003        | EI119F0300     | 00049        | 177090026900 |
| EUGENE IS 119 #F005 ST1    | EI119F0501     | 00049        | 177090027101 |
| EUGENE IS 119 #F006        | EI119F0600     | 00049        | 177090027200 |
| EUGENE IS 119 #F007        | EI119F0700     | 00049        | 177094137900 |
| EUGENE IS 119 #F008 ST1    | EI119F0801     | 00049        | 177094138401 |
| EUGENE IS 119 #K001        | EI119K0100     | 00049        | 177090028900 |
| EUGENE IS 119 #K002        | EI119K0200     | 00049        | 177090029000 |
| EUGENE IS 119 #K003        | EI119K0300     | 00049        | 177090029100 |



| Asset Name                | FWE Acct. Code | Lease Number | API          |
|---------------------------|----------------|--------------|--------------|
| EUGENE IS 119 #K004       | EI119K0400     | 00049        | 177090029200 |
| EUGENE IS 119 #K005       | EI119K0500     | 00049        | 177090029300 |
| EUGENE IS 119 #K006       | EI119K0600     | 00049        | 177090029400 |
| EUGENE IS 119 #K007       | EI119K0700     | 00049        | 177090029500 |
| EUGENE IS 119 #M004       | EI119M0400     | 00049        | 177090029900 |
| EUGENE IS 119 #M007       | EI119M0700     | 00049        | 177092009000 |
| EUGENE IS 120 #009 ST1    | EI12000901     | 00050        | 177094026101 |
| EUGENE IS 120 #011        | EI12001100     | 00050        | 177094078000 |
| EUGENE IS 120 #012 ST1    | EI12001201     | 00050        | 177094113901 |
| EUGENE IS 120 #013        | EI12001300     | 00050        | 177094114100 |
| EUGENE IS 120 #014        | EI12001400     | 00050        | 177094115200 |
| EUGENE IS 120 #015 ST2    | EI12001502     | 00050        | 177094116702 |
| EUGENE IS 120 #017        | EI12001700     | 00050        | 177094121700 |
| EUGENE IS 120 #019 ST2    | EI12001902     | 00050        | 177094126102 |
| EUGENE IS 120 #020        | EI12002000     | 00050        | 177094138300 |
| EUGENE IS 120 #I008       | EI120I0800     | 00050        | 177094137000 |
| EUGENE IS 125 #002B ST2   | EI125002B2     | 00051        | 177090022902 |
| EUGENE IS 125 #A003 ST1   | EI125A0301     | 00051        | 177090022601 |
| EUGENE IS 125 #R001       | EI125R0100     | 00051        | 177094080201 |
| EUGENE IS 125 #R002       | EI125R0201     | 00051        | 177094141301 |
| EUGENE IS 126 #012        | EI12601201     | 00052        | 177094131501 |
| EUGENE IS 126 #031 ST2    | EI12603102     | 00052        | 177094086702 |
| EUGENE IS 126 #A002       | EI126A0200     | 00052        | 177090022500 |
| EUGENE IS 126 #A004D      | EI126A04D0     | 00052        | 177090022700 |
| EUGENE IS 126 #A005       | EI126A0501     | 00052        | 177094092903 |
| EUGENE IS 126 #A006       | EI126A0600     | 00052        | 177094151000 |
| EUGENE IS 136 #001        | EI13600100     | G03152       | 177094115700 |
| EUGENE IS 136 #JA001      | EI136JA100     | G03152       | 177094028300 |
| EUGENE IS 136 #JA002      | EI136JA200     | G03152       | 177094117501 |
| EUGENE IS 136 #JA003 BP1  | EI136JA301     | G03152       | 177094140601 |
| EUGENE IS 136 #JA004      | EI136JA400     | G03152       | 177094151101 |
| EUGENE IS 158 #014B       | EI158014B0     | G01220       | 177090094300 |
| EUGENE IS 158 #016        | EI15801600     | G01220       | 177092000402 |
| EUGENE IS 158 #017A       | EI158017A0     | G01220       | 177092000900 |
| EUGENE IS 158 #027 ST1    | EI15802701     | G01220       | 177092006501 |
| EUGENE IS 158 #028 ST1BP1 | EI15802802     | G01220       | 177092009702 |
| EUGENE IS 158 #029        | EI15802900     | G01220       | 177092008200 |
| EUGENE IS 158 #032        | EI15803200     | G01220       | 177094111400 |
| EUGENE IS 158 #034        | EI15803400     | G01220       | 177094147600 |
| EUGENE IS 158 #B003A      | EI158B03A2     | G01220       | 177090066202 |
| EUGENE IS 158 #B004B      | EI158B04B0     | G01220       | 177090063700 |
| EUGENE IS 158 #B005E      | EI158B05E0     | G01220       | 177090070400 |
| EUGENE IS 158 #B007       | EI158B0703     | G01220       | 177090094803 |
| EUGENE IS 158 #B008       | EI158B0800     | G01220       | 177092001500 |
| EUGENE IS 158 #B010F      | EI158B1100     | G01220       | 177092001800 |
| EUGENE IS 158 #B011 ST2   | EI158B1102     | G01220       | 177094104902 |

| Asset Name                 | FWE Acct. Code | Lease Number | API          |
|----------------------------|----------------|--------------|--------------|
| EUGENE IS 158 #B012        | EI158B1200     | G01220       | 177094105000 |
| EUGENE IS 158 #B013        | EI158B1302     | G01220       | 177094143502 |
| EUGENE IS 158 #C001        | EI158C0100     | G01220       | 177092014700 |
| EUGENE IS 158 #C002        | EI158C0200     | G01220       | 177092015200 |
| EUGENE IS 158 #C003C       | EI158C03C0     | G01220       | 177092015300 |
| EUGENE IS 158 #C005A       | EI158C05A0     | G01220       | 177094002200 |
| EUGENE IS 158 #C006        | EI158C0600     | G01220       | 177094001900 |
| EUGENE IS 158 #C007F       | EI158C07F0     | G01220       | 177094004700 |
| EUGENE IS 158 #C008C       | EI158C08C0     | G01220       | 177094005100 |
| EUGENE IS 158 #C009        | EI158C0900     | G01220       | 177094005700 |
| EUGENE IS 158 #C010B       | EI158C10B0     | G01220       | 177094006000 |
| EUGENE IS 158 #C011A       | EI158C11A0     | G01220       | 177094006300 |
| EUGENE IS 158 #C012D       | EI158C12D0     | G01220       | 177094007100 |
| EUGENE IS 158 #C013D       | EI158C13D0     | G01220       | 177094008000 |
| EUGENE IS 158 #C014        | EI158C1400     | G01220       | 177094008100 |
| EUGENE IS 158 #JB008       | EI158JB801     | G01220       | 177090091401 |
| EUGENE IS 158 #JB009       | EI158JB900     | G01220       | 177090090200 |
| EUGENE IS 158 #JB013       | EI158JB130     | G01220       | 177090094102 |
| EUGENE IS 158 #JB019       | EI158JB190     | G01220       | 177092002101 |
| EUGENE IS 158 #JB022       | EI158JB220     | G01220       | 177092003300 |
| EUGENE IS 158 #JB024       | EI158JB240     | G01220       | 177092003900 |
| EUGENE IS 158 #JB030 (D04) | EI158JB300     | G01220       | 177094100300 |
| EUGENE IS 158 #JB033       | EI158JB330     | G01220       | 177094111100 |
| EUGENE IS 173 #G002        | EI173G0200     | G13622       | 177094074701 |
| EUGENE IS 174 #A010        | EI174A1000     | G03782       | 177094101100 |
| EUGENE IS 174 #G001 ST1    | EI174G0101     | G03782       | 177094065601 |
| EUGENE IS 174 #G003 ST2    | EI174G0302     | G03782       | 177094084402 |
| EUGENE IS 174 #G004 ST1    | EI174G0402     | G03782       | 177094116502 |
| EUGENE IS 175 #D006 ST1    | EI175D0601     | 00438        | 177094003301 |
| EUGENE IS 175 #D008        | EI175D0800     | 00438        | 177094003900 |
| EUGENE IS 175 #D009 ST1    | EI175D0901     | 00438        | 177094005401 |
| EUGENE IS 175 #D012 ST     | EI175D1201     | 00438        | 177094010601 |
| EUGENE IS 175 #D021 ST3    | EI175D2103     | 00438        | 177092012603 |
| EUGENE IS 175 #F001 ST1    | EI175F0101     | 00438        | 177094035401 |
| EUGENE IS 175 #F002 ST1    | EI175F0201     | 00438        | 177094039601 |
| EUGENE IS 175 #F003 ST     | EI175F0302     | 00438        | 177094039702 |
| EUGENE IS 175 #F004 ST     | EI175F0401     | 00438        | 177094041001 |
| EUGENE IS 175 #F005        | EI175F0500     | 00438        | 177094042900 |
| EUGENE IS 175 #F007        | EI175F0700     | 00438        | 177094048900 |
| EUGENE IS 175 #F009        | EI175F0901     | 00438        | 177094087601 |
| EUGENE IS 175 #H001        | EI175H0100     | 00438        | 177094104700 |
| EUGENE IS 175 #H002        | EI175H0200     | 00438        | 177094106700 |
| EUGENE IS 175 #H003        | EI175H0300     | 00438        | 177094110800 |
| EUGENE IS 175 #H004        | EI175H0400     | 00438        | 177094110900 |
| EUGENE IS 175 #H005 ST1BP1 | EI175H0502     | 00438        | 177094112002 |
| EUGENE IS 175 #I002        | EI175I0201     | 00438        | 177094107101 |



| Asset Name                  | FWE Acct. Code | Lease Number | API          |
|-----------------------------|----------------|--------------|--------------|
| EUGENE IS 175 #I003         | EI175I0300     | 00438        | 177094107200 |
| EUGENE IS 175 #I004         | EI175I0400     | 00438        | 177094109200 |
| EUGENE IS 175 #I005         | EI175I0500     | 00438        | 177094109300 |
| EUGENE IS 175 #J001 ST1     | EI175J0101     | 00438        | 177094122301 |
| EUGENE IS 175 #J002 ST1     | EI175J0201     | 00438        | 177094123201 |
| EUGENE IS 175 #J003 ST1     | EI175J0301     | 00438        | 177094123501 |
| EUGENE IS 175 #J004         | EI175J0400     | 00438        | 177094128300 |
| EUGENE IS 187 #002          | EI18700200     | G10736       | 177094151601 |
| EUGENE IS 187 #JC001        | EI187JC101     | G10736       | 177094091101 |
| EUGENE IS 187 #JD001        | EI187JD201     | G10736       | 177094092801 |
| EUGENE IS 187 #JD002        | EI187JD200     | G10736       | 177094131900 |
| EUGENE IS 187 #JE002        | EI187JE020     | G10736       | 177094109700 |
| EUGENE IS 188 #JE001        | EI188JE100     | 00443        | 177094096500 |
| EUGENE IS 189 #020          | EI18902000     | 00423        | 177094099500 |
| EUGENE IS 189 #B001         | EI189B0100     | 00423        | 177090062500 |
| EUGENE IS 189 #B003 ST1     | EI189B0300     | 00423        | 177090062601 |
| EUGENE IS 189 #B014         | EI189B1400     | 00423        | 177090075200 |
| EUGENE IS 189 #B016B        | EI189B16B3     | 00423        | 177090075103 |
| EUGENE IS 189 #B020         | EI189B2001     | 00423        | 177090079001 |
| EUGENE IS 189 #B025         | EI189B2501     | 00423        | 177090078501 |
| EUGENE IS 189 #B027         | EI189B2701     | 00423        | 177094059001 |
| EUGENE IS 211 #A003         | EI211A0300     | G05502       | 177094071500 |
| EUGENE IS 211 #A005         | EI211A0500     | G05502       | 177094083400 |
| EUGENE IS 211 #A006         | EI211A0600     | G05502       | 177094083601 |
| EUGENE IS 212 #A001 BP1     | EI212A0100     | G05503       | 177094063200 |
| EUGENE IS 212 #A002         | EI212A0200     | G05503       | 177094070700 |
| EUGENE IS 212 #A007         | EI212A0700     | G05503       | 177094097400 |
| EUGENE IS 224 #A001         | EI224A0101     | G05504       | 177094074001 |
| EUGENE IS 224 #A002         | EI224A0201     | G05504       | 177094082501 |
| EUGENE IS 224 #A003         | EI224A0300     | G05504       | 177094083200 |
| EUGENE IS 224 #A004         | EI224A0400     | G05504       | 177094089100 |
| EUGENE IS 224 #A005         | EI224A0503     | G05504       | 177094089403 |
| EUGENE IS 224 #A006         | EI224A0600     | G05504       | 177094103600 |
| EUGENE IS 224 #A007         | EI224A0700     | G05504       | 177094106800 |
| EUGENE IS 224 #A008         | EI224A0800     | G05504       | 177094111600 |
| EUGENE IS 224 #A009         | EI224A0900     | G05504       | 177094121900 |
| EUGENE IS 224 #A010         | EI224A1000     | G05504       | 177094135200 |
| EUGENE IS 224 #C001         | EI224C01       | G05504       | 177094112501 |
| EUGENE IS 224 #G002 (ORRI)  | EI224G02       | G05504       | 177094150801 |
| EUGENE IS 224 #SS006 (ORRI) | EI224SS06      | G05504       | 177094149000 |
| EUGENE IS 312 #D001         | EI312D0100     | G22679       | 177104160900 |
| EUGENE IS 312 #D002         | EI312D0200     | G22679       | 177104161900 |
| EUGENE IS 315 #A001 ST1     | EI315A0101     | G02112       | 177104099001 |
| EUGENE IS 315 #A003         | EI315A0300     | G02112       | 177104099500 |
| EUGENE IS 315 #A005         | EI315A0500     | G02112       | 177104099800 |
| EUGENE IS 315 #A006         | EI315A0600     | G02112       | 177104101700 |

| Asset Name                    | FWE Acct. Code | Lease Number | API          |
|-------------------------------|----------------|--------------|--------------|
| EUGENE IS 315 #A007 ST1       | EI315A0701     | G02112       | 177104103001 |
| EUGENE IS 315 #A010           | EI315A1000     | G02112       | 177104103700 |
| EUGENE IS 315 #A012           | EI315A1200     | G02112       | 177104104000 |
| EUGENE IS 315 #A016           | EI315A1600     | G02112       | 177104127000 |
| EUGENE IS 315 #A017           | EI315A1700     | G02112       | 177104152000 |
| EUGENE IS 315 #C001 (TANA)    | EI315C0100     | G24912       | 177104160800 |
| EUGENE IS 315 #C002 (TANA)    | EI315C0200     | G24912       | 177104162300 |
| EUGENE IS 316 #A001           | EI316A0101     | G05040       | 177104100701 |
| EUGENE IS 316 #A002 ST1       | EI316A0200     | G05040       | 177104106400 |
| EUGENE IS 316 #A003 ST3       | EI316A0302     | G05040       | 177104111302 |
| EUGENE IS 316 #A005 ST5       | EI316A0505     | G05040       | 177104112905 |
| EUGENE IS 316 #A007           | EI316A0700     | G05040       | 177104117000 |
| EUGENE IS 316 #A008           | EI316A0800     | G05040       | 177104117300 |
| EUGENE IS 316 #A010           | EI316A1000     | G05040       | 177104118300 |
| EUGENE IS 316 #A011           | EI316A1100     | G05040       | 177104137500 |
| EUGENE IS 316 #A012           | EI316A1200     | G05040       | 177104138400 |
| EUGENE IS 316 #A013 ST1 (S01) | EI316A13S1     | G05040       | 177104107601 |
| EUGENE IS 329 #A002           | EI329A0200     | G02912       | 177104099101 |
| EUGENE IS 329 #A004           | EI329A0400     | G02912       | 177104099400 |
| EUGENE IS 329 #A008           | EI329A0800     | G02912       | 177104103500 |
| EUGENE IS 329 #A011           | EI329A1100     | G02912       | 177104103800 |
| EUGENE IS 329 #A014           | EI329A1400     | G02912       | 177104106800 |
| EUGENE IS 329 #A015           | EI329A1500     | G02912       | 177104108001 |
| EUGENE IS 329 #A018           | EI329A1800     | G02912       | 177104151700 |
| EUGENE IS 330 #B001           | EI330B0101     | G02115       | 177104004301 |
| EUGENE IS 330 #B003 ST1       | EI330B0301     | G02115       | 177104008001 |
| EUGENE IS 330 #B004 ST1       | EI330B0401     | G02115       | 177104008701 |
| EUGENE IS 330 #B005 ST2       | EI330B0502     | G02115       | 177104009502 |
| EUGENE IS 330 #B006 ST3       | EI330B0603     | G02115       | 177104010503 |
| EUGENE IS 330 #B007 ST1       | EI330B0701     | G02115       | 177104011601 |
| EUGENE IS 330 #B008 ST1 LF    | EI330B0801     | G02115       | 177104013001 |
| EUGENE IS 330 #B009 ST1       | EI330B0901     | G02115       | 177104016301 |
| EUGENE IS 330 #B010 ST1       | EI330B1001     | G02115       | 177104017101 |
| EUGENE IS 330 #B011           | EI330B1100     | G02115       | 177104025200 |
| EUGENE IS 330 #B012 ST1       | EI330B1201     | G02115       | 177104021001 |
| EUGENE IS 330 #B014 ST1       | EI330B1401     | G02115       | 177104027401 |
| EUGENE IS 330 #B015 ST1       | EI330B1501     | G02115       | 177104028601 |
| EUGENE IS 330 #B016 ST1       | EI330B1601     | G02115       | 177104030201 |
| EUGENE IS 330 #B018           | EI330B1800     | G02115       | 177104031200 |
| EUGENE IS 330 #D001           | EI330D0100     | G02115       | 177104105600 |
| EUGENE IS 330 #D002           | EI330D0200     | G02115       | 177104116900 |
| EUGENE IS 330 #D003 ST2       | EI330D0302     | G02115       | 177104117802 |
| EUGENE IS 330 #D004           | EI330D0400     | G02115       | 177104118400 |
| EUGENE IS 330 #D005 ST1       | EI330D0502     | G02115       | 177104118702 |
| EUGENE IS 330 #D006 ST        | EI330D0602     | G02115       | 177104119102 |
| EUGENE IS 330 #D008 ST1       | EI330D0801     | G02115       | 177104119602 |

| Asset Name                 | FWE Acct. Code | Lease Number | API          |
|----------------------------|----------------|--------------|--------------|
| EUGENE IS 330 #D009 ST1    | EI330D0901     | G02115       | 177104138201 |
| EUGENE IS 330 #D011        | EI330D1100     | G02115       | 177104138700 |
| EUGENE IS 330 #D012 ST1    | EI330D1201     | G02115       | 177104138801 |
| EUGENE IS 330 #D013        | EI330D1301     | G02115       | 177104164301 |
| EUGENE IS 330 #D014        | EI330D1401     | G02115       | 177104164401 |
| EUGENE IS 330 #D015        | EI330D1500     | G02115       | 177104164500 |
| EUGENE IS 330 #D016        | EI330D1602     | G02115       | 177104164702 |
| EUGENE IS 330 #D017        | EI330D1700     | G02115       | 177104164800 |
| EUGENE IS 330 #D018        | EI330D1801     | G02115       | 177104165101 |
| EUGENE IS 330 #D019        | EI330D1900     | G02115       | 177104165200 |
| EUGENE IS 330 #D020        | EI330D2000     | G02115       | 177104165300 |
| EUGENE IS 333 #B012        | EI333B1200     | G02317       | 177104145204 |
| EUGENE IS 334 #B013 ST1    | EI334B1301     | G15263       | 177104152201 |
| EUGENE IS 334 #D001 BP1    | EI334D0100     | G15263       | 177104159300 |
| EUGENE IS 334 #D003 BP1    | EI334D0301     | G15263       | 177104161401 |
| EUGENE IS 337 #A001 ST2    | EI337A0102     | G03332       | 177104054002 |
| EUGENE IS 337 #A003 ST1    | EI337A0301     | G03332       | 177104101101 |
| EUGENE IS 337 #A005 ST1    | EI337A0501     | G03332       | 177104102201 |
| EUGENE IS 337 #A007        | EI337A0700     | G03332       | 177104104600 |
| EUGENE IS 337 #A008 ST2    | EI337A0802     | G03332       | 177104104902 |
| EUGENE IS 337 #A010        | EI337A1000     | G03332       | 177104161000 |
| EUGENE IS 337 #A011        | EI337A1103     | G03332       | 177104163803 |
| EUGENE IS 342 #004         | EI34200400     | G02319       | 177104113000 |
| EUGENE IS 342 #C002 ST1    | EI342C0201     | G02319       | 177104110601 |
| EUGENE IS 342 #C003        | EI342C0300     | G02319       | 177104114000 |
| EUGENE IS 342 #C004        | EI342C0401     | G02319       | 177104120101 |
| EUGENE IS 342 #C005        | EI342C0502     | G02319       | 177104120202 |
| EUGENE IS 342 #C006        | EI342C0600     | G02319       | 177104120300 |
| EUGENE IS 342 #C007        | EI342C0700     | G02319       | 177104120800 |
| EUGENE IS 342 #C008        | EI342C0800     | G02319       | 177104121000 |
| EUGENE IS 342 #C009        | EI342C0900     | G02319       | 177104121300 |
| EUGENE IS 342 #C010        | EI342C1000     | G02319       | 177104121500 |
| EUGENE IS 342 #C011        | EI342C1100     | G02319       | 177104122000 |
| EUGENE IS 342 #C012        | EI342C1200     | G02319       | 177104122200 |
| EUGENE IS 342 #C013        | EI342C1300     | G02319       | 177104122700 |
| EUGENE IS 342 #C014        | EI342C1400     | G02319       | 177104135800 |
| EUGENE IS 342 #C015        | EI342C1501     | G02319       | 177104162101 |
| EUGENE IS 342 #C016        | EI342C1601     | G02319       | 177104162201 |
| EUGENE IS 342 #C017 BP1    | EI342C1701     | G02319       | 177104162501 |
| EUGENE IS 345 #A004        | EI345A0401     | G21647       | 177104159201 |
| EUGENE IS 346 #004         | EI34600400     | G14482       | 177104150500 |
| EUGENE IS 346 #005         | EI34600500     | G14482       | 177104151900 |
| EUGENE IS 346 #A001        | EI346A0100     | G14482       | 177104149101 |
| EUGENE IS 346 #A002 ST3    | EI346A0203     | G14482       | 177104149603 |
| EUGENE IS 346 #A003        | EI346A0300     | G14482       | 177104155100 |
| EUGENE IS 346 #B001 (ORRI) | EI346B0100     | G14482       | 177104161700 |

| Asset Name                 | FWE Acct. Code | Lease Number | API          |
|----------------------------|----------------|--------------|--------------|
| EUGENE IS 346 #B003 (ORRI) | EI346B0300     | G14482       | 177104162800 |
| EUGENE IS 353 #D017 ST2    | EI353D1702     | G03783       | 177104143402 |
| EUGENE IS 353(354) #D3 ST  | EI353D0300     | G03783       | 177104138501 |
| EUGENE IS 354 #A006        | EI354A0602     | G10752       | 177104104302 |
| EUGENE IS 354 #D001        | EI354D0101     | G10752       | 177104142101 |
| EUGENE IS 354 #D002        | EI354D0200     | G10752       | 177104138100 |
| EUGENE IS 354 #D004        | EI354D0400     | G10752       | 177104142900 |
| EUGENE IS 354 #D005        | EI354D0500     | G10752       | 177104142800 |
| EUGENE IS 354 #D006        | EI354D0600     | G10752       | 177104143500 |
| EUGENE IS 354 #D008        | EI354D0800     | G10752       | 177104144000 |
| EUGENE IS 354 #D009 ST4    | EI354D0904     | G10752       | 177104145604 |
| EUGENE IS 354 #D010        | EI354D1000     | G10752       | 177104144700 |
| EUGENE IS 354 #D011        | EI354D1100     | G10752       | 177104144900 |
| EUGENE IS 354 #D012        | EI354D1200     | G10752       | 177104146400 |
| EUGENE IS 354 #D014 ST1    | EI354D1401     | G02324       | 177104147201 |
| EUGENE IS 354 #D015        | EI354D1500     | G10752       | 177104147700 |
| EUGENE IS 354 #D016 ST1    | EI354D1601     | G10752       | 177104147901 |
| EUGENE IS 361 #A001        | EI361A0100     | G02324       | 177104095200 |
| EUGENE IS 361 #A002        | EI361A0200     | G02324       | 177104095600 |
| EUGENE IS 361 #A006        | EI361A0600     | G02324       | 1771040979   |
| EUGENE IS 361 #A007        | EI361A0700     | G02324       | 177104098500 |
| EUGENE IS 361 #A008        | EI361A0800     | G02324       | 1771040992   |
| EUGENE IS 361 #A010        | EI361A1000     | G02324       | 1771041012   |
| EUGENE IS 361 #A011        | EI361A1102     | G02324       | 177104103402 |
| EUGENE IS 361 #A013        | EI361A1300     | G02324       | 177104104400 |
| EUGENE IS 361 #A014        | EI361A1400     | G02324       | 177104104700 |
| EUGENE IS 361 #A015        | EI361A1500     | G02324       | 177104105300 |
| EUGENE IS 361 #A016        | EI361A1600     | G02324       | 1771041057   |
| EUGENE IS 361 #A017        | EI361A1700     | G02324       | 177104105800 |
| EUGENE IS 361 #A018        | EI361A1800     | G02324       | 177104106600 |
| EUGENE IS 361 #A019        | EI361A1900     | G02324       | 177104107500 |
| EUGENE IS 361 #A020        | EI361A2000     | G02324       | 1771041079   |
| EUGENE IS 361 #A021        | EI361A2101     | G02324       | 177104108101 |
| EUGENE IS 361 #A022        | EI361A2200     | G02324       | 177104144600 |
| EUGENE IS 361 #A023        | EI361A2300     | G02324       | 1771041454   |
| EUGENE IS 361 #A024        | EI361A2400     | G02324       | 177104157900 |
| EUGENE IS 361 #C003        | EI361C0300     | G02324       | 177104112401 |
| EUGENE IS 361 #C012        | EI361C1202     | G02324       | 177104118002 |
| EUGENE IS 361 #C015        | EI361C1500     | G02324       | 177104119500 |
| EUGENE IS 361 #C016        | EI361C1600     | G02324       | 177104119800 |
| EUGENE IS 361 #D001        | EI361D0102     | G02324       | 177104111102 |
| EUGENE IS 361 #D004        | EI361D0400     | G02324       | 1771041135   |
| EUGENE IS 361 #D010        | EI361D1000     | G02324       | 1771041171   |
| EUGENE IS 361 #D014        | EI361D1400     | G02324       | 1771041193   |
| EUGENE IS 361 #D015        | EI361D1501     | G02324       | 177104134601 |
| EUGENE IS 361 #D017        | EI361D1701     | G02324       | 177104152401 |

| Asset Name                     | FWE Acct. Code | Lease Number | API          |
|--------------------------------|----------------|--------------|--------------|
| EWING BANK 782 #A011 ST1 EW826 | EW782A1101     | G31470       | 608105002901 |
| EWING BANK 782 #A022 (EW826)   | EW782A2200     | G31470       | 608104014400 |
| EWING BANK 782 #A026           | EW782A2600     | G31470       | 608104015003 |
| EWING BANK 826 #A001           | EW826A0100     | G05800       | 608105000100 |
| EWING BANK 826 #A002 ST2       | EW826A0202     | G05800       | 608105000202 |
| EWING BANK 826 #A003 ST2       | EW826A0302     | G05800       | 608105000402 |
| EWING BANK 826 #A004           | EW826A0400     | G05800       | 608105000500 |
| EWING BANK 826 #A005 ST3       | EW826A0503     | G05800       | 608105001303 |
| EWING BANK 826 #A006           | EW826A0600     | G05800       | 608105001200 |
| EWING BANK 826 #A007           | EW826A0700     | G05800       | 608105002000 |
| EWING BANK 826 #A008           | EW826A0800     | G05800       | 608105001400 |
| EWING BANK 826 #A009           | EW826A0900     | G05800       | 608105002800 |
| EWING BANK 826 #A010           | EW826A1000     | G05800       | 608105001700 |
| EWING BANK 826 #A013           | EW826A1300     | G05800       | 608105003000 |
| EWING BANK 826 #A015           | EW826A1501     | G05800       | 608105003501 |
| EWING BANK 826 #A016           | EW826A1600     | G05800       | 608105002100 |
| EWING BANK 826 #A017           | EW826A1700     | G05800       | 608104013600 |
| EWING BANK 826 #A018           | EW826A1800     | G05800       | 608104013700 |
| EWING BANK 826 #A019 BP1       | EW826A1901     | G05800       | 608104013801 |
| EWING BANK 826 #A020           | EW826A2000     | G05800       | 608104014000 |
| EWING BANK 826 #A021 BP3       | EW826A2103     | G05800       | 608104014103 |
| EWING BANK 826 #A024 ST1       | EW826A2401     | G05800       | 608104014801 |
| GALVESTON 151 #005             | GA15100500     | G15740       | 427064044200 |
| GALVESTON 180 #A002            | GA180A0200     | G03228       | 427084005600 |
| GALVESTON 180 #A004 ST1        | GA180A0401     | G03228       | 427084005801 |
| GALVESTON 180 #A007B           | GA180A7B0      | G03228       | 427084005900 |
| GALVESTON 180 #A017            | GA180A1700     | G03228       | 427084007600 |
| GALVESTON 192 #A014C           | GA192A14C1     | G03229       | 427084006701 |
| GALVESTON 210 #001             | GA21000100     | G25524       | 427064044300 |
| GALVESTON 210 #002             | GA21000200     | G25524       | 427064044800 |
| GRAND ISLE 032 #U012 ST1       | GI032U1201     | 00174        | 177192014502 |
| GRAND ISLE 039 #P002 ST2       | GI039P0202     | 00127        | 177174097802 |
| GRAND ISLE 039 #Q001 ST3       | GI039Q0103     | 00127        | 177174037903 |
| GRAND ISLE 040 #E007D          | GI040E07D0     | 00128        | 177170077500 |
| GRAND ISLE 040 #E009           | GI040E0900     | 00128        | 177170078700 |
| GRAND ISLE 040 #G001           | GI040G0100     | 00128        | 177170070400 |
| GRAND ISLE 040 #G002           | GI040G0200     | 00128        | 177170076200 |
| GRAND ISLE 040 #G006           | GI040G0600     | 00133        | 177174012600 |
| GRAND ISLE 040 #G010           | GI040G1000     | 00128        | 177174037200 |
| GRAND ISLE 040 #G011           | GI040G1100     | 00128        | 177174037300 |
| GRAND ISLE 040 #G013           | GI040G1300     | 00128        | 177174098600 |
| GRAND ISLE 040 #M001           | GI040M0100     | 00128        | 177174037000 |
| GRAND ISLE 040 #M002D          | GI040M02D0     | 00128        | 177174038600 |
| GRAND ISLE 040 #M003           | GI040M0300     | 00128        | 177174043600 |
| GRAND ISLE 040 #O005           | GI040O0500     | 00128        | 177174097100 |
| GRAND ISLE 041 #D002           | GI041D0200     | 00129        | 177170075300 |

| Asset Name               | FWE Acct. Code | Lease Number | API          |
|--------------------------|----------------|--------------|--------------|
| GRAND ISLE 041 #D003     | GI041D0300     | 00129        | 177170076700 |
| GRAND ISLE 041 #D004     | GI041D0400     | 00130        | 177170080500 |
| GRAND ISLE 041 #D007     | GI041D0700     | 00129        | 177172000000 |
| GRAND ISLE 041 #D008 ST  | GI041D0801     | 00130        | 177172000801 |
| GRAND ISLE 041 #D009     | GI041D0900     | 00129        | 177172001500 |
| GRAND ISLE 041 #D010ST   | GI041D1000     | 00129        | 177174017801 |
| GRAND ISLE 041 #D011E    | GI041D1100     | 00129        | 177174018400 |
| GRAND ISLE 041 #E001 ST1 | GI041E0101     | 00130        | 177170069401 |
| GRAND ISLE 041 #E002 ST1 | GI041E0201     | 00130        | 177170074701 |
| GRAND ISLE 041 #E003D    | GI041E03D0     | 00130        | 177170075000 |
| GRAND ISLE 041 #E004 ST1 | GI041E0401     | 00130        | 177170075201 |
| GRAND ISLE 041 #E005     | GI041E0500     | 00129        | 177170075400 |
| GRAND ISLE 041 #E006D    | GI041E06D0     | 00130        | 177170077300 |
| GRAND ISLE 041 #E008     | GI041E0800     | 00130        | 177170079800 |
| GRAND ISLE 041 #E010     | GI041E1001     | 00130        | 177172000301 |
| GRAND ISLE 041 #E012D    | GI041E12D0     | 00130        | 177174011500 |
| GRAND ISLE 041 #E013     | GI041E1300     | 00130        | 177174012900 |
| GRAND ISLE 041 #F003 ST1 | GI041F0301     | 00129        | 177174006401 |
| GRAND ISLE 041 #F005 ST2 | GI041F0502     | 00129        | 177174017302 |
| GRAND ISLE 041 #G007     | GI041G0700     | 00130        | 177174022400 |
| GRAND ISLE 041 #G008     | GI041G0800     | 00130        | 177174026400 |
| GRAND ISLE 041 #H001     | GI041H0100     | 00130        | 177174020300 |
| GRAND ISLE 041 #H002     | GI041H0200     | 00129        | 177174028100 |
| GRAND ISLE 041 #H003 ST  | GI041H0301     | 00130        | 177174028601 |
| GRAND ISLE 041 #H004     | GI041H0400     | 00130        | 177174038000 |
| GRAND ISLE 041 #H005     | GI041H0500     | 00129        | 177174038100 |
| GRAND ISLE 041 #H006 ST1 | GI041H0601     | 00129        | 177174098301 |
| GRAND ISLE 041 #H007     | GI041H0700     | 00130        | 177174098400 |
| GRAND ISLE 042 #C001     | GI042C0100     | 00131        | 177170067000 |
| GRAND ISLE 042 #C002     | GI042C0200     | 00131        | 177170072100 |
| GRAND ISLE 042 #F001     | GI042F0100     | 00131        | 177174005100 |
| GRAND ISLE 042 #F002     | GI042F0200     | 00131        | 177174006000 |
| GRAND ISLE 042 #F004     | GI042F0400     | 00131        | 177174007100 |
| GRAND ISLE 046 #001 ST1  | GI04600101     | 00132        | 177174042801 |
| GRAND ISLE 046 #G009 ST1 | GI046G0901     | 00132        | 177174026101 |
| GRAND ISLE 047 #E006     | GI047E0600     | 00133        | 177170078100 |
| GRAND ISLE 047 #E008     | GI047E0800     | 00133        | 177170079500 |
| GRAND ISLE 047 #E017     | GI047E1700     | 00133        | 177174039900 |
| GRAND ISLE 047 #G004 ST  | GI047G0401     | 00133        | 177170079601 |
| GRAND ISLE 047 #G005 ST  | GI047G0501     | 00133        | 177170080301 |
| GRAND ISLE 047 #G012     | GI047G1200     | 00133        | 177174037500 |
| GRAND ISLE 047 #L001     | GI047L0100     | 00133        | 177174012800 |
| GRAND ISLE 047 #L002 ST  | GI047L0201     | 00133        | 177174015901 |
| GRAND ISLE 047 #L003     | GI047L0300     | 00133        | 177174020500 |
| GRAND ISLE 047 #L004     | GI047L0400     | 00133        | 177174017000 |
| GRAND ISLE 047 #L005     | GI047L0500     | 00133        | 177174017900 |



| Asset Name                   | FWE Acct. Code | Lease Number | API          |
|------------------------------|----------------|--------------|--------------|
| GRAND ISLE 047 #L006D        | GI047L0600     | 00133        | 177174036300 |
| GRAND ISLE 047 #L007 ST      | GI047L0701     | 00177        | 177174039101 |
| GRAND ISLE 047 #L009 ST1     | GI047L0901     | 00133        | 177174039201 |
| GRAND ISLE 047 #L011 ST2     | GI047L1102     | 00133        | 177174039602 |
| GRAND ISLE 047 #O001 BP2     | GI047O01D3     | 00133        | 177174096102 |
| GRAND ISLE 047 #O002         | GI047002D1     | 00133        | 177174096600 |
| GRAND ISLE 047 #O003         | GI04700300     | 00133        | 177174096700 |
| GRAND ISLE 047 #O004         | GI047O0400     | 00133        | 177174096900 |
| GRAND ISLE 047 #O006         | GI047O0600     | 00133        | 177174097200 |
| GRAND ISLE 047 #O007 ST1     | GI047O0701     | 00133        | 177174097301 |
| GRAND ISLE 047 #O008         | GI047O0800     | 00133        | 177174097600 |
| GRAND ISLE 047 #O009         | GI047O09D1     | 00133        | 177174097700 |
| GRAND ISLE 048 #E001         | GI048E0100     | 00134        | 177170045400 |
| GRAND ISLE 048 #E014         | GI048E1400     | 00134        | 177172003900 |
| GRAND ISLE 048 #E018 ST      | GI048E1801     | 00134        | 177174043501 |
| GRAND ISLE 048 #J002 ST1     | GI048J0201     | 00134        | 177174003201 |
| GRAND ISLE 048 #J003 ST      | GI048J0302     | 00134        | 177174004502 |
| GRAND ISLE 048 #J004 ST2     | GI048J0403     | 00134        | 177174004803 |
| GRAND ISLE 048 #J005 ST      | GI048J0501     | 00134        | 177174011601 |
| GRAND ISLE 048 #J006         | GI048J0600     | 00134        | 177174012000 |
| GRAND ISLE 048 #J007         | GI048J0700     | 00134        | 177174012200 |
| GRAND ISLE 048 #J008         | GI048J0800     | 00134        | 177174016900 |
| GRAND ISLE 048 #J009         | GI048J0900     | 00134        | 177174044200 |
| GRAND ISLE 048 #J010 ST      | GI048J1001     | 00134        | 177174044401 |
| GRAND ISLE 048 #P001 FKA #14 | GI048P0100     | 00134        | 177174015300 |
| GRAND ISLE 052 #L008 ST      | GI052L0801     | 00177        | 177174019501 |
| GRAND ISLE 052 #L010         | GI052L1001     | 00177        | 177174043901 |
| GRAND ISLE 052 #L012         | GI052L1200     | 00177        | 177174044604 |
| GRAND ISLE 076 #A001         | GI076A0100     | G02161       | 177174004600 |
| GRAND ISLE 076 #A002         | GI076A0200     | G02161       | 177174004700 |
| GRAND ISLE 076 #A003         | GI076A0300     | G02161       | 177174004900 |
| GRAND ISLE 076 #A005         | GI076A0500     | G02161       | 177174005200 |
| GRAND ISLE 076 #A006         | GI076A0601     | G02161       | 177174005001 |
| GRAND ISLE 076 #A008         | GI076A0800     | G02161       | 177174005400 |
| GRAND ISLE 076 #A009         | GI076A0900     | G02161       | 177174005500 |
| GRAND ISLE 076 #A010         | GI076A1001     | G02161       | 177174005301 |
| GRAND ISLE 076 #A011         | GI076A1100     | G02161       | 177174005600 |
| GRAND ISLE 076 #A013         | GI076A1300     | G02161       | 177174005800 |
| GRAND ISLE 076 #A014         | GI076A1400     | G02161       | 177174006100 |
| GRAND ISLE 076 #A015         | GI076A1500     | G02161       | 177174005900 |
| GRAND ISLE 076 #A018         | GI076A1800     | G02161       | 177174006500 |
| GRAND ISLE 076 #A022         | GI076A2201     | G02161       | 177174006601 |
| GRAND ISLE 076 #A023 ST1     | GI076A2301     | G02161       | 177174044101 |
| GRAND ISLE 076 #A024 ST1BP1  | GI076A2401     | G02161       | 177174095502 |
| GRAND ISLE 110 #A002         | GI110A0200     | G13943       | 177184008900 |
| GRAND ISLE 110 #A005 BP2     | GI110A0502     | G13943       | 177184010402 |



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| GRAND ISLE 116 #A001         | GI116A0100     | G13944       | 177184008700 |
| GRAND ISLE 116 #A003         | GI116A0300     | G13944       | 177184009200 |
| GRAND ISLE 116 #A004         | GI116A0401     | G13944       | 177184009501 |
| GRAND ISLE 116 #A006         | GI116A0601     | G13944       | 177184010601 |
| GRAND ISLE 116 #A007         | GI116A0700     | G13944       | 177184011100 |
| HIGH ISLAND 110 #A001        | HI110A0100     | G02353       | 427084001700 |
| HIGH ISLAND 110 #A002        | HI110A0200     | G02353       | 427084002300 |
| HIGH ISLAND 110 #A004        | HI110A0400     | G02353       | 427084003300 |
| HIGH ISLAND 110 #A005        | HI110A0500     | G02353       | 427084003500 |
| HIGH ISLAND 110 #A006        | HI110A0600     | G02353       | 427084003700 |
| HIGH ISLAND 110 #A008        | HI110A0800     | G02353       | 427084004900 |
| HIGH ISLAND 110 #A009        | HI110A0900     | G02353       | 427084039400 |
| HIGH ISLAND 110 #B002        | HI110B0200     | G02353       | 427084004300 |
| HIGH ISLAND 110 #B004        | HI110B0400     | G02353       | 427084006100 |
| HIGH ISLAND 110 #B009        | HI110B0900     | G02353       | 427084035000 |
| HIGH ISLAND 110 #B010        | HI110B1000     | G02353       | 427084039600 |
| HIGH ISLAND 111 #003         | HI11100300     | G02354       | 427084046200 |
| HIGH ISLAND 111 #A003        | HI111A0300     | G02354       | 427084002600 |
| HIGH ISLAND 111 #A010        | HI111A1000     | G02354       | 427084040101 |
| HIGH ISLAND 116 #A001        | HI116A0100     | G06156       | 427084016400 |
| HIGH ISLAND 116 #A002D       | HI116A02D0     | G06156       | 427084017600 |
| HIGH ISLAND 116 #A003        | HI116A0300     | G06156       | 427084018300 |
| HIGH ISLAND 129 #005         | HI129005       | G01848       | 427104000700 |
| HIGH ISLAND 129 #006         | HI12900600     | G01848       | 427104000800 |
| HIGH ISLAND 129 #013         | HI12901300     | G01848       | 427104009600 |
| HIGH ISLAND 129 #017         | HI12901702     | G01848       | 427104015302 |
| HIGH ISLAND 129 #018 (HELIS) | HI12901800     | G01848       | 427104015400 |
| HIGH ISLAND 176 #002         | HI17600200     | G06164       | 427084030200 |
| HIGH ISLAND 176 #003         | HI17603        | G06164       | 427084031300 |
| HIGH ISLAND 179 #A001        | HI179A0100     | G03236       | 427084005500 |
| HIGH ISLAND 179 #A003        | HI179A0300     | G03236       | 427084005700 |
| HIGH ISLAND 179 #A006 ST2    | HI179A0602     | G03236       | 427084006002 |
| HIGH ISLAND 179 #A008B       | HI179A08B0     | G03236       | 427084006200 |
| HIGH ISLAND 179 #A009        | HI179A0900     | G03236       | 427084006300 |
| HIGH ISLAND 179 #A010        | HI179A1000     | G03236       | 427084006400 |
| HIGH ISLAND 179 #A016        | HI179A1600     | G03236       | 427084007300 |
| HIGH ISLAND 179 #A018E       | HI179A18E0     | G03236       | 427084008000 |
| HIGH ISLAND 179 #A019        | HI179A1900     | G03236       | 427084007800 |
| HIGH ISLAND 193 #A015        | HI193A1500     | G03237       | 427084006801 |
| HIGH ISLAND 206 #B001 ST1    | HI206B0101     | G20660       | 427084056501 |
| HIGH ISLAND 206 #B002 ST1    | HI206B0201     | G20660       | 427084059201 |
| HIGH ISLAND 206 #B003 ST1    | HI206B0301     | G20660       | 427084063501 |
| HIGH ISLAND A-341 #B001      | HIA341B010     | G25605       | 427114085900 |
| HIGH ISLAND A-341 #B002      | HIA341B020     | G25605       | 427114087101 |
| HIGH ISLAND A-365 #A001      | HIA365A010     | G02750       | 427114052200 |
| HIGH ISLAND A-365 #A004      | HIA365A040     | G02750       | 427114053700 |

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| HIGH ISLAND A-365 #A006     | HIA365A060     | G02750       | 427114053100 |
| HIGH ISLAND A-365 #A007     | HIA365A070     | G02750       | 427114054100 |
| HIGH ISLAND A-365 #A008     | HIA365A080     | G02750       | 427114054800 |
| HIGH ISLAND A-365 #A010     | HIA365A100     | G02750       | 427114055200 |
| HIGH ISLAND A-365 #A012     | HIA365A120     | G02750       | 427114055600 |
| HIGH ISLAND A-365 #A013 ST1 | HIA365A131     | G02750       | 427114055801 |
| HIGH ISLAND A-365 #A016     | HIA365A160     | G02750       | 427114056700 |
| HIGH ISLAND A-365 #A020     | HIA365A200     | G02750       | 427114057500 |
| HIGH ISLAND A-365 #A021     | HIA365A210     | G02750       | 427114057600 |
| HIGH ISLAND A-365 #A024     | HIA365A240     | G02750       | 427114066300 |
| HIGH ISLAND A-365 #A025     | HIA365A250     | G02750       | 427114066500 |
| HIGH ISLAND A-376 #A002 ST1 | HIA376A021     | G02754       | 427114052601 |
| HIGH ISLAND A-376 #A003     | HIA376A030     | G02754       | 427114052700 |
| HIGH ISLAND A-376 #A005     | HIA376A050     | G02754       | 427114053500 |
| HIGH ISLAND A-376 #A009     | HIA376A090     | G02754       | 427114054400 |
| HIGH ISLAND A-376 #A011     | HIA376A110     | G02754       | 427114055000 |
| HIGH ISLAND A-376 #A014 ST2 | HIA376A142     | G02754       | 427114056002 |
| HIGH ISLAND A-376 #A015     | HIA376A150     | G02754       | 427114056200 |
| HIGH ISLAND A-376 #A017     | HIA376A170     | G02754       | 427114057200 |
| HIGH ISLAND A-376 #A018     | HIA376A180     | G02754       | 427114057300 |
| HIGH ISLAND A-376 #A019     | HIA376A190     | G02754       | 427114057400 |
| HIGH ISLAND A-376 #A022     | HIA376A220     | G02754       | 427114057700 |
| HIGH ISLAND A-376 #B001     | HIA376B010     | G02754       | 427114068700 |
| HIGH ISLAND A-376 #B002     | HIA376B020     | G02754       | 427114068900 |
| HIGH ISLAND A-376 #B003     | HIA376B031     | G02754       | 427114078701 |
| HIGH ISLAND A-376 #B004     | HIA376B041     | G02754       | 427114079001 |
| HIGH ISLAND A-376 #B005     | HIA376B050     | G02754       | 427114079600 |
| HIGH ISLAND A-376 #C001     | HIA376C010     | G02754       | 427114088900 |
| HIGH ISLAND A-376 #C002     | HIA376C020     | G02754       | 427114089600 |
| HIGH ISLAND A-376 #C003     | HIA376C030     | G02754       | 427114089500 |
| HIGH ISLAND A-376 #C004     | HIA376C040     | G02754       | 427114089400 |
| HIGH ISLAND A-382 #A009     | HIA382A090     | G02757       | 427094018600 |
| HIGH ISLAND A-382 #B013     | HIA382B130     | G02757       | 427094025500 |
| HIGH ISLAND A-382 #F001 ST1 | HIA382F011     | G02757       | 427114059401 |
| HIGH ISLAND A-382 #F002     | HIA382F020     | G02757       | 427114059800 |
| HIGH ISLAND A-382 #F003     | HIA382F031     | G02757       | 427114059901 |
| HIGH ISLAND A-382 #F004     | HIA382F040     | G02757       | 427114060600 |
| HIGH ISLAND A-382 #F005     | HIA382F050     | G02757       | 427114060900 |
| HIGH ISLAND A-382 #F006     | HIA382F061     | G02757       | 427114061001 |
| HIGH ISLAND A-382 #F008     | HIA382F080     | G02757       | 427114061700 |
| HIGH ISLAND A-382 #F010 ST5 | HIA382F105     | G02757       | 427114062605 |
| HIGH ISLAND A-382 #F011     | HIA382F110     | G02757       | 427114063100 |
| HIGH ISLAND A-382 #F012     | HIA382F121     | G02757       | 427114063601 |
| HIGH ISLAND A-382 #F013     | HIA382F130     | G02757       | 427114063800 |
| HIGH ISLAND A-382 #F014     | HIA382F140     | G02757       | 427114063900 |
| HIGH ISLAND A-382 #F015     | HIA382F151     | G02757       | 427114064701 |

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| HIGH ISLAND A-382 #F017        | HIA382F171     | G02757       | 427114066701 |
| HIGH ISLAND A-382 #F019        | HIA382F190     | G02757       | 427114067100 |
| HIGH ISLAND A-382 #F020        | HIA382F200     | G02757       | 427114067500 |
| HIGH ISLAND A-382 #F021        | HIA382F211     | G02757       | 427114067801 |
| HIGH ISLAND A-442 #A001 (ORRI) | HIA442A010     | G11383       | 427094096101 |
| HIGH ISLAND A-442 #A003 (ORRI) | HIA442A03      | G11383       | 427094098101 |
| HIGH ISLAND A-442 #A004 (ORRI) | HIA442A040     | G11383       | 427094099000 |
| HIGH ISLAND A-442 #B001 (ORRI) | HIA442B01      | G11383       | 427094108900 |
| HIGH ISLAND A-474 #A001        | HIA474A010     | G02366       | 427094017100 |
| HIGH ISLAND A-474 #A002        | HIA474A020     | G02366       | 427094017200 |
| HIGH ISLAND A-474 #A003        | HIA474A030     | G02366       | 427094019900 |
| HIGH ISLAND A-474 #A004        | HIA474A040     | G02366       | 427094022800 |
| HIGH ISLAND A-474 #A005        | HIA474A050     | G02366       | 427094023500 |
| HIGH ISLAND A-474 #A006        | HIA474A060     | G02366       | 427094024300 |
| HIGH ISLAND A-474 #A007        | HIA474A070     | G02366       | 427094027702 |
| HIGH ISLAND A-474 #A008        | HIA474A080     | G02366       | 427094026100 |
| HIGH ISLAND A-474 #A010        | HIA474A100     | G02366       | 427094029400 |
| HIGH ISLAND A-474 #A011        | HIA474A110     | G02366       | 427094030000 |
| HIGH ISLAND A-474 #A012        | HIA474A120     | G02366       | 427094030801 |
| HIGH ISLAND A-474 #A013        | HIA474A130     | G02366       | 427094036104 |
| HIGH ISLAND A-474 #A014        | HIA474A140     | G02366       | 427094035000 |
| HIGH ISLAND A-474 #A017        | HIA474A170     | G02366       | 427094032500 |
| HIGH ISLAND A-474 #A020        | HIA474A200     | G02366       | 427094038500 |
| HIGH ISLAND A-474 #A021        | HIA474A210     | G02366       | 427094040700 |
| HIGH ISLAND A-474 #B023        | HIA474B230     | G02366       | 427094037200 |
| HIGH ISLAND A-475 #A016        | HIA475A16      | G02367       | 427094035500 |
| HIGH ISLAND A-475 #A018        | HIA475A18      | G02367       | 427094033100 |
| HIGH ISLAND A-489 #A009        | HIA489A090     | G02372       | 427094028500 |
| HIGH ISLAND A-489 #A015        | HIA489A150     | G02372       | 427094037000 |
| HIGH ISLAND A-489 #B002        | HIA489B020     | G02372       | 427094021000 |
| HIGH ISLAND A-489 #B003        | HIA489B030     | G02372       | 427094020901 |
| HIGH ISLAND A-489 #B005 ST     | HIA489B050     | G02372       | 427094024601 |
| HIGH ISLAND A-489 #B007        | HIA489B070     | G02372       | 427094027601 |
| HIGH ISLAND A-489 #B009        | HIA489B090     | G02372       | 427094026500 |
| HIGH ISLAND A-489 #B010        | HIA489B100     | G02372       | 427094028800 |
| HIGH ISLAND A-489 #B012        | HIA489B120     | G02372       | 427094031400 |
| HIGH ISLAND A-489 #B013        | HIA489B130     | G02372       | 427094028600 |
| HIGH ISLAND A-489 #B014        | HIA489B140     | G02372       | 427094029700 |
| HIGH ISLAND A-489 #B015        | HIA489B150     | G02372       | 427094030400 |
| HIGH ISLAND A-489 #B016        | HIA489B160     | G02372       | 427094029800 |
| HIGH ISLAND A-489 #B017        | HIA489B170     | G02372       | 427094023802 |
| HIGH ISLAND A-489 #B020        | HIA489B200     | G02372       | 427094028101 |
| HIGH ISLAND A-489 #B021        | HIA489B210     | G02372       | 427094026202 |
| HIGH ISLAND A-489 #B022        | HIA489B220     | G02372       | 427094036000 |
| HIGH ISLAND A-489 #B024        | HIA489B240     | G02372       | 427094035400 |
| HIGH ISLAND A-489 #B025        | HIA489B250     | G02372       | 427094041400 |

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| HIGH ISLAND A-489 #B026     | HIA489B260     | G02372       | 427094043100 |
| HIGH ISLAND A-489 #B027     | HIA489B270     | G02372       | 427094042501 |
| HIGH ISLAND A-489 #B028     | HIA489B280     | G02372       | 427094054500 |
| HIGH ISLAND A-489 #B029     | HIA489B290     | G02372       | 427094111100 |
| HIGH ISLAND A-545 #JA001    | HIA545JA01     | G17199       | 427094104000 |
| HIGH ISLAND A-545 #JA002    | HIA545JA02     | G17199       | 427094112401 |
| HIGH ISLAND A-545 #JA003    | HIA545JA03     | G17199       | 427094113700 |
| HIGH ISLAND A-572 #A003 ST1 | HIA572A031     | G02392       | 427094012901 |
| HIGH ISLAND A-572(573)A014  | HIA572A140     | G02392       | 427094034100 |
| HIGH ISLAND A-573 #006      | HIA5730060     | G02393       | 427094053700 |
| HIGH ISLAND A-573 #A001 ST2 | HIA573A012     | G02393       | 427094007102 |
| HIGH ISLAND A-573 #A002 ST3 | HIA573A023     | G02393       | 427094013803 |
| HIGH ISLAND A-573 #A004     | HIA573A040     | G02393       | 427094015000 |
| HIGH ISLAND A-573 #A005 ST1 | HIA573A051     | G02393       | 427094015501 |
| HIGH ISLAND A-573 #A008     | HIA573A080     | G02393       | 427094018000 |
| HIGH ISLAND A-573 #A010     | HIA573A100     | G02393       | 427094020500 |
| HIGH ISLAND A-573 #A015     | HIA573A150     | G02393       | 427094034200 |
| HIGH ISLAND A-573 #A016     | HIA573A160     | G02393       | 427094034300 |
| HIGH ISLAND A-573 #A017     | HIA573A170     | G02393       | 427094036500 |
| HIGH ISLAND A-573 #A019 ST1 | HIA573A191     | G02393       | 427094038001 |
| HIGH ISLAND A-573 #B001     | HIA573B010     | G02393       | 427094012800 |
| HIGH ISLAND A-573 #B002     | HIA573B020     | G02393       | 427094014100 |
| HIGH ISLAND A-573 #B005     | HIA573B050     | G02393       | 427094016400 |
| HIGH ISLAND A-573 #B006     | HIA573B060     | G02393       | 427094017000 |
| HIGH ISLAND A-573 #B008     | HIA573B080     | G02393       | 427094017900 |
| HIGH ISLAND A-573 #B010     | HIA573B100     | G02393       | 427094021100 |
| HIGH ISLAND A-573 #B012     | HIA573B120     | G02393       | 427094022700 |
| HIGH ISLAND A-573 #E007     | HIA573E070     | G02393       | 427094098200 |
| HIGH ISLAND A-573 #E012     | HIA573E120     | G02393       | 427094115000 |
| HIGH ISLAND A-573 #F007     | HIA573F070     | G02393       | 427114061200 |
| HIGH ISLAND A-573 #F009     | HIA573F090     | G02393       | 427114062000 |
| HIGH ISLAND A-573 #F016 ST5 | HIA573F165     | G02393       | 427114066805 |
| HIGH ISLAND A-573 #F018 ST1 | HIA573F181     | G02393       | 427114067301 |
| HIGH ISLAND A-573 #F022     | HIA573F220     | G02393       | 427114068400 |
| HIGH ISLAND A-573 #F023 ST2 | HIA573F232     | G02393       | 427114069302 |
| HIGH ISLAND A-581 #D004     | HIA581D040     | G18959       | 427094112200 |
| HIGH ISLAND A-582 #C001     | HIA582C010     | G02719       | 427094061500 |
| HIGH ISLAND A-582 #C002     | HIA582C020     | G02719       | 427094061900 |
| HIGH ISLAND A-582 #C003     | HIA582C030     | G02719       | 427094058000 |
| HIGH ISLAND A-582 #C006     | HIA582C060     | G02719       | 427094063400 |
| HIGH ISLAND A-582 #C007     | HIA582C070     | G02719       | 427094063900 |
| HIGH ISLAND A-582 #C010     | HIA582C100     | G02719       | 427094070200 |
| HIGH ISLAND A-582 #C011     | HIA582C110     | G02719       | 427094071400 |
| HIGH ISLAND A-582 #C012     | HIA582C120     | G02719       | 427094074900 |
| HIGH ISLAND A-582 #C013     | HIA582C130     | G02719       | 427094072700 |
| HIGH ISLAND A-582 #C014     | HIA582C140     | G02719       | 427094073800 |

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| HIGH ISLAND A-582 #C015     | HIA582C150     | G02719       | 427094075800 |
| HIGH ISLAND A-582 #C019     | HIA582C190     | G02719       | 427094108200 |
| HIGH ISLAND A-582 #D002 ST1 | HIA582D021     | G02719       | 427094110801 |
| HIGH ISLAND A-582 #D003 ST  | HIA582D031     | G02719       | 427094111401 |
| HIGH ISLAND A-582 #D005     | HIA582D050     | G02719       | 427094114300 |
| HIGH ISLAND A-582 #D006     | HIA582D060     | G02719       | 427094114700 |
| HIGH ISLAND A-595 #D001 ST2 | HIA595D1D2     | G02721       | 427094055302 |
| HIGH ISLAND A-595 #D003     | HIA595D03      | G02721       | 427094058500 |
| HIGH ISLAND A-595 #D005     | HIA595D050     | G02721       | 427094092900 |
| HIGH ISLAND A-595 #D006     | HIA595D063     | G02721       | 427094063205 |
| HIGH ISLAND A-595 #D010     | HIA595D100     | G02721       | 427094070500 |
| HIGH ISLAND A-595 #D012     | HIA595D120     | G02721       | 427094077000 |
| HIGH ISLAND A-595 #D017 ST2 | HIA595D172     | G02721       | 427094083702 |
| HIGH ISLAND A-595 #D018     | HIA595D181     | G02721       | 427094093501 |
| HIGH ISLAND A-595 #E011     | HIA595E110     | G02721       | 427094114501 |
| HIGH ISLAND A-596 #B014     | HIA596B140     | G02722       | 427094025800 |
| HIGH ISLAND A-596 #D002     | HIA596D020     | G02722       | 427094056901 |
| HIGH ISLAND A-596 #D004     | HIA596D040     | G02722       | 427094060500 |
| HIGH ISLAND A-596 #D007 ST4 | HIA596D074     | G02722       | 427094064304 |
| HIGH ISLAND A-596 #D008 ST1 | HIA596D081     | G02722       | 427094067001 |
| HIGH ISLAND A-596 #D009     | HIA596D090     | G02722       | 427094068400 |
| HIGH ISLAND A-596 #D011     | HIA596D110     | G02722       | 427094075700 |
| HIGH ISLAND A-596 #D013 ST2 | HIA596D132     | G02722       | 427094079502 |
| HIGH ISLAND A-596 #D014     | HIA596D140     | G02722       | 427094080100 |
| HIGH ISLAND A-596 #D016     | HIA596D160     | G02722       | 427094082400 |
| HIGH ISLAND A-596 #E005     | HIA596E050     | G02722       | 427094085900 |
| HIGH ISLAND A-596 #E008     | HIA596E080     | G02722       | 427094112801 |
| HIGH ISLAND A-596 #E009     | HIA596E090     | G02722       | 427094114200 |
| MAIN PASS 077 #A001         | MP077A0100     | G04481       | 177254033800 |
| MAIN PASS 077 #A002         | MP077A0201     | G04481       | 177254043101 |
| MAIN PASS 077 #A003         | MP077A0300     | G04481       | 177254036100 |
| MAIN PASS 077 #A004         | MP077A0400     | G04481       | 177254036900 |
| MAIN PASS 077 #A005         | MP077A0500     | G04481       | 177254038000 |
| MAIN PASS 077 #A006 ST2     | MP077A0602     | G04481       | 177254036402 |
| MAIN PASS 077 #A010         | MP077A1000     | G04481       | 177254039600 |
| MAIN PASS 077 #A011         | MP077A1100     | G04481       | 177254042400 |
| MAIN PASS 077 #A012         | MP077A1200     | G04481       | 177254039700 |
| MAIN PASS 077 #A013         | MP077A1300     | G04481       | 177254044900 |
| MAIN PASS 077 #A014         | MP077A1400     | G04481       | 177254044500 |
| MAIN PASS 077 #A015         | MP077A1501     | G04481       | 177254045101 |
| MAIN PASS 077 #A016         | MP077A1600     | G04481       | 177254045900 |
| MAIN PASS 077 #A017         | MP077A1700     | G04481       | 177254046200 |
| MAIN PASS 077 #A018         | MP077A1800     | G04481       | 177254046800 |
| MAIN PASS 077 #A019         | MP077A1900     | G04481       | 177254048200 |
| MAIN PASS 077 #A020         | MP077A2001     | G04481       | 177254048501 |
| MAIN PASS 077 #A021 ST      | MP077A2100     | G04481       | 177254067002 |

| Asset Name              | FWE Acct. Code | Lease Number | API          |
|-------------------------|----------------|--------------|--------------|
| MAIN PASS 077 #A022     | MP077A2201     | G04481       | 177254067401 |
| MAIN PASS 077 #A023     | MP077A23       | G04481       | 177254067601 |
| MAIN PASS 077 #A07      | MP077A0700     | G04481       | 177254041000 |
| MAIN PASS 077 #A08      | MP077A0800     | G04481       | 177254038200 |
| MAIN PASS 077 #A09      | MP077A0900     | G04481       | 177254039000 |
| MAIN PASS 091 #A001     | MP091A0100     | G14576       | 177254060600 |
| MAIN PASS 091 #A002     | MP091A0200     | G14576       | 177254062200 |
| MAIN PASS 091 #A003     | MP091A0300     | G14576       | 177254065000 |
| MAIN PASS 140 #A001     | MP140A0100     | G02193       | 177254006400 |
| MAIN PASS 140 #A002     | MP140A0200     | G02193       | 177254007700 |
| MAIN PASS 140 #A003     | MP140A0300     | G02193       | 177254007800 |
| MAIN PASS 140 #A004     | MP140A0400     | G02193       | 177254008200 |
| MAIN PASS 140 #A005 ST1 | MP140A0501     | G02193       | 177254008301 |
| MAIN PASS 140 #A008 ST2 | MP140A0802     | G02193       | 177254009202 |
| MAIN PASS 140 #A009     | MP140A0900     | G02193       | 177254009400 |
| MAIN PASS 140 #A010 ST2 | MP140A1002     | G02193       | 177254009502 |
| MAIN PASS 140 #A011     | MP140A1100     | G02193       | 177254010000 |
| MAIN PASS 140 #A012 ST2 | MP140A1202     | G02193       | 177254010102 |
| MAIN PASS 140 #A013 ST1 | MP140A1301     | G02193       | 177254010401 |
| MAIN PASS 140 #A014     | MP140A1400     | G02193       | 177254010500 |
| MAIN PASS 140 #A015     | MP140A1500     | G02193       | 177254010600 |
| MAIN PASS 140 #A016 ST3 | MP140A1603     | G02193       | 177254008603 |
| MAIN PASS 140 #A017     | MP140A1700     | G02193       | 177254011000 |
| MAIN PASS 140 #A018 ST3 | MP140A1803     | G02193       | 177254008803 |
| MAIN PASS 140 #A020     | MP140A2000     | G02193       | 177254065700 |
| MAIN PASS 140 #A021     | MP140A2100     | G02193       | 177254065500 |
| MAIN PASS 140 #B001     | MP140B0100     | G02193       | 177254006600 |
| MAIN PASS 140 #B003 ST1 | MP140B0301     | G02193       | 177254008001 |
| MAIN PASS 140 #B004 ST3 | MP140B0403     | G02193       | 177254008103 |
| MAIN PASS 140 #B007 ST1 | MP140B0701     | G02193       | 177254009001 |
| MAIN PASS 140 #B008 ST2 | MP140B0802     | G02193       | 177254009102 |
| MAIN PASS 140 #B011 ST1 | MP140B1101     | G02193       | 177254009801 |
| MAIN PASS 140 #B012 ST2 | MP140B1202     | G02193       | 177254008902 |
| MAIN PASS 140 #B013     | MP140B1300     | G02193       | 177254010200 |
| MAIN PASS 140 #B014 ST  | MP140B1401     | G02193       | 177254010301 |
| MAIN PASS 140 #B015 ST2 | MP140B1502     | G02193       | 177254010702 |
| MAIN PASS 140 #B017     | MP140B1701     | G02193       | 177254010901 |
| MAIN PASS 140 #B018     | MP140B1800     | G02193       | 177254062600 |
| MAIN PASS 140 #B019     | MP140B1900     | G02193       | 177254063000 |
| MAIN PASS 140 #B020     | MP140B2000     | G02193       | 177254063100 |
| MAIN PASS 140 #B021 ST  | MP140B2101     | G02193       | 177254073301 |
| MAIN PASS 140 #B022     | MP140B2200     | G02193       | 177254077300 |
| MAIN PASS 140 #B023     | MP140B2300     | G02193       | 177254077500 |
| MAIN PASS 152 #A015     | MP152A1500     | G01966       | 177232005300 |
| MAIN PASS 152 #A020B    | MP152A20B0     | G01966       | 177232006200 |
| MAIN PASS 152 #B004A    | MP152B04A0     | G01966       | 177254000900 |



| Asset Name              | FWE Acct. Code | Lease Number | API          |
|-------------------------|----------------|--------------|--------------|
| MAIN PASS 152 #B012     | MP152B1200     | G01966       | 177254002700 |
| MAIN PASS 152 #B015     | MP152B1500     | G01966       | 177254002300 |
| MAIN PASS 152 #B020 ST  | MP152B2002     | G01966       | 177254002802 |
| MAIN PASS 152 #B022A    | MP152B22A0     | G01966       | 177254003500 |
| MAIN PASS 152 #B030     | MP152B3000     | G01966       | 177254004500 |
| MAIN PASS 152 #B031A    | MP152B31A0     | G01966       | 177254004700 |
| MAIN PASS 152 #C002     | MP152C0200     | G01966       | 177254040800 |
| MAIN PASS 152 #C005     | MP152C0500     | G01966       | 177254042000 |
| MAIN PASS 152 #C006     | MP152C0600     | G01966       | 177254042100 |
| MAIN PASS 152 #C008     | MP152C0800     | G01966       | 177254042500 |
| MAIN PASS 152 #C011     | MP152C1100     | G01966       | 177254043200 |
| MAIN PASS 152 #C031     | MP152C3100     | G01966       | 177254048100 |
| MAIN PASS 152 #C032     | MP152C3200     | G01966       | 177254049000 |
| MAIN PASS 153 #A017B    | MP153A17B0     | G01967       | 177232005400 |
| MAIN PASS 153 #B001     | MP153B0100     | G01967       | 177252010300 |
| MAIN PASS 153 #B003A    | MP153B03A0     | G01967       | 177254000302 |
| MAIN PASS 153 #B010 ST2 | MP153B1002     | G01967       | 177254001803 |
| MAIN PASS 153 #B017     | MP153B1700     | G01967       | 177254002500 |
| MAIN PASS 153 #B018     | MP153B1800     | G01967       | 177254002900 |
| MAIN PASS 153 #B025     | MP153B2500     | G01967       | 177254004000 |
| MAIN PASS 153 #B027     | MP153B2700     | G01967       | 177254004200 |
| MAIN PASS 153 #C009     | MP153C0900     | G01967       | 177254042701 |
| MAIN PASS 153 #C012     | MP153C1200     | G01967       | 177254043300 |
| MAIN PASS 153 #C013 ST  | MP153C1301     | G01967       | 177254043501 |
| MAIN PASS 153 #C014     | MP153C1400     | G01967       | 177254043902 |
| MAIN PASS 153 #C017     | MP153C1700     | G01967       | 177254044200 |
| MAIN PASS 153 #C018     | MP153C1800     | G01967       | 177254044300 |
| MAIN PASS 153 #C020     | MP153C2000     | G01967       | 177254045400 |
| MAIN PASS 153 #C021     | MP153C2100     | G01967       | 177254045500 |
| MAIN PASS 153 #C024     | MP153C2400     | G01967       | 177254046100 |
| MAIN PASS 153 #C026     | MP153C2600     | G01967       | 177254046900 |
| MAIN PASS 153 #C027     | MP153C2700     | G01967       | 177254047400 |
| MAIN PASS 153 #C028     | MP153C2800     | G01967       | 177254048400 |
| MAIN PASS 153 #C029     | MP153C2901     | G01967       | 177254047501 |
| MAIN PASS 153 #C030     | MP153C3002     | G01967       | 177254047802 |
| MAIN PASS 259 #001      | MP25900101     | G07827       | 177244048801 |
| MAIN PASS 259 #002      | MP25900200     | G07827       | 177244050000 |
| MAIN PASS 259 #003      | MP25900300     | G07827       | 608164015800 |
| MAIN PASS 259 #004      | MP25900400     | G07827       | 177244050500 |
| MAIN PASS 259 #005      | MP25900500     | G07827       | 608164016400 |
| MAIN PASS 259 #A001     | MP259A0100     | G07827       | 177244069700 |
| MAIN PASS 259 #A002     | MP259A0200     | G07827       | 177244070200 |
| MAIN PASS 259 #A003     | MP259A0300     | G07827       | 177244070800 |
| MAIN PASS 259 #A004     | MP259A0400     | G07827       | 177244071000 |
| MAIN PASS 259 #A005     | MP259A0500     | G07827       | 177244071300 |
| MAIN PASS 259 #A006     | MP259A0600     | G07827       | 177244071600 |



| Asset Name              | FWE Acct. Code | Lease Number | API          |
|-------------------------|----------------|--------------|--------------|
| MAIN PASS 259 #A007     | MP259A0700     | G07827       | 177244071800 |
| MAIN PASS 259 #A008 ST1 | MP259A0801     | G07827       | 177244072401 |
| MAIN PASS 259 #A010 ST1 | MP259A1001     | G07827       | 177244074601 |
| MAIN PASS 259 #A011 ST1 | MP259A1101     | G07827       | 177244074901 |
| MAIN PASS 259 #A012 ST1 | MP259A1201     | G07828       | 177244076801 |
| MAIN PASS 275 #A001 ST1 | MP275A0101     | G15395       | 177244085701 |
| MAIN PASS 275 #A002 ST1 | MP275A0201     | G15395       | 177244086101 |
| MAIN PASS 275 #A003     | MP275A0300     | G15395       | 177244093300 |
| MAIN PASS 289 #013      | MP28901300     | G01666       | 177244004700 |
| MAIN PASS 289 #B001     | MP289B0100     | G01666       | 177240007800 |
| MAIN PASS 289 #B005     | MP289B0501     | G01666       | 177240011701 |
| MAIN PASS 289 #B014A    | MP289B1400     | G01666       | 177242000100 |
| MAIN PASS 289 #B015     | MP289B1500     | G01666       | 177240014800 |
| MAIN PASS 289 #B016 WIW | MP289B1600     | G01666       | 177242003100 |
| MAIN PASS 289 #B018 WIW | MP289B1800     | G01666       | 177242003200 |
| MAIN PASS 289 #C001     | MP289C0100     | G01666       | 177244048100 |
| MAIN PASS 289 #C002     | MP289C0200     | G01666       | 177244047600 |
| MAIN PASS 289 #C003A    | MP289C0300     | G01666       | 177244047800 |
| MAIN PASS 289 #C004A    | MP289C0402     | G01666       | 177244047902 |
| MAIN PASS 289 #C005     | MP289C0500     | G01666       | 177244048000 |
| MAIN PASS 289 #C007     | MP289C0700     | G01666       | 177244048400 |
| MAIN PASS 289 #C008     | MP289C0800     | G01666       | 177244048500 |
| MAIN PASS 289 #C009     | MP289C0901     | G01666       | 177244048301 |
| MAIN PASS 289 #C010     | MP289C1000     | G01666       | 177244048200 |
| MAIN PASS 289 #C011     | MP289C1100     | G01666       | 177244048700 |
| MAIN PASS 289 #C012     | MP289C1203     | G01666       | 177244049203 |
| MAIN PASS 289 #C013 WSW | MP289C1300     | G01666       | 177244052400 |
| MAIN PASS 289 #C014     | MP289C1400     | G01666       | 177244049900 |
| MAIN PASS 289 #C015     | MP289C1500     | G01666       | 177244048900 |
| MAIN PASS 289 #C017     | MP289C1700     | G01666       | 177244053900 |
| MAIN PASS 289 #C019     | MP289C1900     | G01666       | 177244049400 |
| MAIN PASS 289 #C020     | MP289C2000     | G01666       | 177244050100 |
| MAIN PASS 289 #C021     | MP289C2100     | G01666       | 177244049100 |
| MAIN PASS 289 #C022 WIW | MP289C2200     | G01666       | 177244049300 |
| MAIN PASS 289 #C023     | MP289C2301     | G01666       | 177244053801 |
| MAIN PASS 289 #C024     | MP289C2401     | G01666       | 177244051901 |
| MAIN PASS 289 #C025 WIW | MP289C2500     | G01666       | 177244051400 |
| MAIN PASS 289 #C026     | MP289C2600     | G01666       | 177244052700 |
| MAIN PASS 289 #C027     | MP289C2700     | G01666       | 177244053100 |
| MAIN PASS 289 #C028     | MP289C2801     | G01666       | 177244051501 |
| MAIN PASS 289 #C029D    | MP289C29D1     | G01666       | 177244051801 |
| MAIN PASS 289 #C030     | MP289C3000     | G01666       | 177244053300 |
| MAIN PASS 289 #C031     | MP289C3100     | G01666       | 177244090200 |
| MAIN PASS 289 #C032     | MP289C3200     | G01666       | 177244090300 |
| MAIN PASS 290 #C006     | MP290C0600     | G01667       | 177244050400 |
| MAIN PASS 290 #C016     | MP290C1600     | G01667       | 177244051000 |

| Asset Name                   | FWE Acct. Code | Lease Number | API          |
|------------------------------|----------------|--------------|--------------|
| MAIN PASS 290 #C018 ST2      | MP290C1802     | G01667       | 177244051302 |
| MAIN PASS 295 #001           | MP29500100     | G32263       | 177244097001 |
| MAIN PASS 295 #003           | MP29500300     | G32263       | 177244097500 |
| MAIN PASS 296 #B001          | MP296B0100     | G01673       | 177244022300 |
| MAIN PASS 296 #B003          | MP296B0300     | G01673       | 177244022700 |
| MAIN PASS 296 #B004          | MP296B0400     | G01673       | 177244022900 |
| MAIN PASS 296 #B008          | MP296B0800     | G01673       | 177244023600 |
| MAIN PASS 296 #B013 ST       | MP296B1301     | G01673       | 177244024501 |
| MAIN PASS 296 #B014 ST1      | MP296B1401     | G01673       | 177244024401 |
| MAIN PASS 296 #B018          | MP296B1800     | G01673       | 177244025300 |
| MAIN PASS 296 #B019 ST2      | MP296B1902     | G01673       | 177244027302 |
| MAIN PASS 296 #C001          | MP296C0100     | G01673       | 177244016100 |
| MAIN PASS 296 #C002          | MP296C0200     | G01673       | 177244021100 |
| MAIN PASS 296 #C004 ST3      | MP296C0403     | G01673       | 177244021403 |
| MAIN PASS 296 #C005          | MP296C0500     | G01673       | 177244021700 |
| MAIN PASS 296 #C006          | MP296C0603     | G01673       | 177244021503 |
| MAIN PASS 296 #C007A         | MP296C07A0     | G01673       | 177244021600 |
| MAIN PASS 296 #C013          | MP296C1301     | G01673       | 177244022401 |
| MAIN PASS 296 #C014          | MP296C1402     | G01673       | 177244030702 |
| MAIN PASS 296 #C015          | MP296C1500     | G01673       | 177244031300 |
| MAIN PASS 296 #C018 ST       | MP296C1801     | G01673       | 177244089101 |
| MAIN PASS 296 #C019          | MP296C1900     | G01673       | 177244089400 |
| MAIN PASS 300 #B002          | MP300B0200     | G01317       | 177244067200 |
| MAIN PASS 301 #A002          | MP301A0200     | G04486       | 177244034600 |
| MAIN PASS 301 #A003          | MP301A0300     | G04486       | 177244035101 |
| MAIN PASS 301 #A004          | MP301A0400     | G04486       | 177244039501 |
| MAIN PASS 301 #B001          | MP301B0100     | G04486       | 177244063000 |
| MAIN PASS 302 #B004          | MP302B0400     | G32264       | 177244018801 |
| MAIN PASS 302 #B019          | MP302B1900     | G32264       | 177244097401 |
| MAIN PASS 303 #A005D (MP310) | MP303A05D1     | G04253       | 177244030600 |
| MAIN PASS 303 #A017          | MP303A1700     | G04253       | 177244094700 |
| MAIN PASS 303 #B005          | MP303B0500     | G04253       | 177244023000 |
| MAIN PASS 303 #B007          | MP303B0700     | G04253       | 177244023400 |
| MAIN PASS 303 #B009          | MP303B0900     | G04253       | 177244023800 |
| MAIN PASS 303 #B015          | MP303B1500     | G04253       | 177244024800 |
| MAIN PASS 304 #A007          | MP304A0700     | G03339       | 177244030800 |
| MAIN PASS 304 #A009          | MP304A0900     | G03339       | 177244030500 |
| MAIN PASS 304 #B012          | MP304B1200     | G03339       | 177244024300 |
| MAIN PASS 308 #A001          | MP308A0100     | G32265       | 177244095600 |
| MAIN PASS 308 #A002          | MP308A0200     | G32265       | 177244095700 |
| MAIN PASS 308 #A003          | MP308A0300     | G32265       | 177244096500 |
| MAIN PASS 308 #A004 ST       | MP308A0401     | G32265       | 177244096201 |
| MAIN PASS 308 #A006          | MP308A0600     | G32265       | 177244095900 |
| MAIN PASS 308 #A007          | MP308A0700     | G32265       | 177244096700 |
| MAIN PASS 308 #A008          | MP308A0801     | G32265       | 177244096601 |
| MAIN PASS 309 #A005          | MP309A0500     | G08760       | 177244096301 |

| Asset Name              | FWE Acct. Code | Lease Number | API          |
|-------------------------|----------------|--------------|--------------|
| MAIN PASS 309 #A009     | MP309A0900     | G08760       | 177244096900 |
| MAIN PASS 309 #JA001    | MP309JA010     | G08760       | 177244063500 |
| MAIN PASS 309 #JA002    | MP309JA200     | G08760       | 177244064600 |
| MAIN PASS 309 #JA006    | MP309JA600     | G08760       | 177244065100 |
| MAIN PASS 309 #JA007    | MP309JA700     | G08760       | 177244065000 |
| MAIN PASS 309 #JA008    | MP309JA800     | G08760       | 177244065200 |
| MAIN PASS 309 #JA010    | MP309JA100     | G08760       | 177244072700 |
| MAIN PASS 309 #JA05A    | MP309JA5A0     | G08760       | 177244064800 |
| MAIN PASS 310 #A001     | MP310A0100     | G04126       | 177244028700 |
| MAIN PASS 310 #A002 ST2 | MP310A0202     | G04126       | 177244029502 |
| MAIN PASS 310 #A003     | MP310A0301     | G04126       | 177244029401 |
| MAIN PASS 310 #A004     | MP310A0400     | G04126       | 177244030000 |
| MAIN PASS 310 #A006     | MP310A0603     | G04126       | 177244030103 |
| MAIN PASS 310 #A008A    | MP310A0800     | G04126       | 177244029700 |
| MAIN PASS 310 #A010     | MP310A1000     | G04126       | 177244029800 |
| MAIN PASS 310 #A011 ST  | MP310A1102     | G04126       | 177244041702 |
| MAIN PASS 310 #A012     | MP310A1200     | G04126       | 177244041900 |
| MAIN PASS 310 #A013     | MP310A1300     | G04126       | 177244042400 |
| MAIN PASS 310 #A014     | MP310A1401     | G04126       | 177244042601 |
| MAIN PASS 310 #A015     | MP310A1500     | G04126       | 177244042500 |
| MAIN PASS 310 #A016 ST  | MP310A1601     | G04126       | 177244043301 |
| MAIN PASS 310 #JA009    | MP310JA902     | G04126       | 177244065602 |
| MAIN PASS 311 #A001     | MP311A0100     | G02213       | 177244013600 |
| MAIN PASS 311 #A002     | MP311A0200     | G02213       | 177244013900 |
| MAIN PASS 311 #A003     | MP311A0300     | G02213       | 177244014100 |
| MAIN PASS 311 #A005     | MP311A0500     | G02213       | 177244014500 |
| MAIN PASS 311 #A006     | MP311A0600     | G02213       | 177244014800 |
| MAIN PASS 311 #A007     | MP311A0700     | G02213       | 177244014900 |
| MAIN PASS 311 #A008     | MP311A0800     | G02213       | 177244015200 |
| MAIN PASS 311 #A009     | MP311A0900     | G02213       | 177244015300 |
| MAIN PASS 311 #A010     | MP311A1000     | G02213       | 177244015500 |
| MAIN PASS 311 #A011A    | MP311A1100     | G02213       | 177244016400 |
| MAIN PASS 311 #A012     | MP311A1200     | G02213       | 177244016300 |
| MAIN PASS 311 #A013     | MP311A1301     | G02213       | 177244017202 |
| MAIN PASS 311 #A014     | MP311A1400     | G02213       | 177244017800 |
| MAIN PASS 311 #A015     | MP311A1500     | G02213       | 177244017600 |
| MAIN PASS 311 #A016     | MP311A1600     | G02213       | 177244018000 |
| MAIN PASS 311 #A017     | MP311A1700     | G02213       | 177244017900 |
| MAIN PASS 311 #A020 ST  | MP311A2001     | G02213       | 177244089301 |
| MAIN PASS 311 #A024     | MP311A2400     | G02213       | 177244096400 |
| MAIN PASS 311 #B001     | MP311B0100     | G02213       | 177244015900 |
| MAIN PASS 311 #B002D    | MP311B02D0     | G02213       | 177244018300 |
| MAIN PASS 311 #B006     | MP311B0600     | G02213       | 177244019200 |
| MAIN PASS 311 #B007     | MP311B0700     | G02213       | 177244019300 |
| MAIN PASS 311 #B008     | MP311B0801     | G02213       | 177244019001 |
| MAIN PASS 311 #B009     | MP311B0900     | G02213       | 177244019400 |

| Asset Name                     | FWE Acct. Code | Lease Number | API          |
|--------------------------------|----------------|--------------|--------------|
| MAIN PASS 311 #B010            | MP311B1000     | G02213       | 177244019500 |
| MAIN PASS 311 #B012            | MP311B1200     | G02213       | 177244020001 |
| MAIN PASS 311 #B013D           | MP311B13D0     | G02213       | 177244035600 |
| MAIN PASS 311 #B014            | MP311B1401     | G02213       | 177244036201 |
| MAIN PASS 311 #B015            | MP311B1500     | G02213       | 177244036700 |
| MAIN PASS 311 #B017            | MP311B1700     | G02213       | 177244036400 |
| MAIN PASS 311 #B018 ST         | MP311B1801     | G02213       | 177244089201 |
| MAIN PASS 312 #A021            | MP312A2100     | G16520       | 177244093200 |
| MAIN PASS 312 #A022            | MP312A2200     | G16520       | 177244093400 |
| MAIN PASS 314 #A023 (MP311A)   | MP314A2300     | G33693       | 177244096100 |
| MAIN PASS 315 #JA003 ST        | MP315JA302     | G08467       | 177244064502 |
| MAIN PASS 315 #JA004           | MP315JA400     | G08467       | 177244064700 |
| MAIN PASS 315 #SS002           | MP31500200     | G08467       | 177244095500 |
| MATAGORDA IS 519 #L001         | MI519L1SL0     | MF-79413     | 427033030000 |
| MATAGORDA IS 519 #L002         | MI519L2SL0     | MF-79413     | 427033034000 |
| MATAGORDA IS 519 #L003         | MI519L3SL0     | MF-79413     | 427033039500 |
| MATAGORDA IS 519 #L004         | MI519L4SL0     | MF-79413     | 427033039700 |
| MATAGORDA IS 622 #C001         | MI622C01       | G05000       | 427034013800 |
| MATAGORDA IS 622 #C002 ST1     | MI622C0201     | G05000       | 427034018901 |
| MATAGORDA IS 622 #C008         | MI622C0800     | G05000       | 427034052700 |
| MATAGORDA IS 622 #D001         | MI622D0100     | G05000       | 427034048400 |
| MATAGORDA IS 622 #D003         | MI622D0300     | G05000       | 427034053000 |
| MATAGORDA IS 622 #D004         | MI622D0400     | G05000       | 427034054700 |
| MATAGORDA IS 622 #G002         | MI622G0200     | G05000       | 427034053700 |
| MATAGORDA IS 623 #B001         | MI623B0100     | G03088       | 427034010600 |
| MATAGORDA IS 623 #B003 ST1     | MI623B0301     | G03088       | 427034014401 |
| MATAGORDA IS 623 #B006         | MI623B0600     | G03088       | 427034018400 |
| MATAGORDA IS 623 #B008         | MI623B0800     | G03088       | 427034051300 |
| MATAGORDA IS 623 #C007         | MI623C0700     | G03088       | 427034052400 |
| MATAGORDA IS 623 #F002         | MI623F0200     | G03088       | 427034051100 |
| MATAGORDA IS 623 #F003         | MI623F0300     | G03088       | 427034053800 |
| MATAGORDA IS 623 #H001 (#6)    | MI623H0100     | G03088       | 427034058100 |
| MATAGORDA IS 623 #H002 (#7)    | MI623H0200     | G03088       | 427034058200 |
| MATAGORDA IS 623(622) #C004    | MI623C0400     | G05000       | 427034021400 |
| MATAGORDA IS 635 #F001         | MI635F0100     | G06043       | 427034048800 |
| MISSISSIPPI CANYON 065 #B004   | MC065B0400     | G21742       | 608174106300 |
| MISSISSIPPI CANYON 065 #B015   | MC065B1500     | G21742       | 608174111500 |
| MISSISSIPPI CANYON 108 #A027   | MC108A2703     | G09777       | 608174045703 |
| MISSISSIPPI CANYON 108 #A032   | MC108A3203     | G09777       | 608174088503 |
| MISSISSIPPI CANYON 110 #001    | MC1100100      | G18192       | 608174060500 |
| MISSISSIPPI CANYON 110 #A009   | MC110A0900     | G18192       | 608174042501 |
| MISSISSIPPI CANYON 110 #A011ST | MC110A1101     | G18192       | 608174042801 |
| MISSISSIPPI CANYON 110 #A031   | MC110A3100     | G18192       | 608174087900 |
| MISSISSIPPI CANYON 311 #A001ST | MC311A0102     | G02968       | 608174006502 |
| MISSISSIPPI CANYON 311 #A005   | MC311A0500     | G02968       | 608174011700 |
| MISSISSIPPI CANYON 311 #A006ST | MC311A0601     | G02968       | 608174010901 |

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| MISSISSIPPI CANYON 311 #A011ST | MC311A1101     | G02968       | 608174014201 |
| MISSISSIPPI CANYON 311 #A012   | MC311A1200     | G02968       | 608174015000 |
| MISSISSIPPI CANYON 311 #A013   | MC311A1300     | G02968       | 608174015600 |
| MISSISSIPPI CANYON 311 #A014   | MC311A1400     | G02968       | 608174016200 |
| MISSISSIPPI CANYON 311 #A015ST | MC311A1501     | G02968       | 608174017801 |
| MISSISSIPPI CANYON 311 #A016   | MC311A1600     | G02968       | 608174016300 |
| MISSISSIPPI CANYON 311 #A020ST | MC311A2001     | G02968       | 608174033901 |
| MISSISSIPPI CANYON 311 #A022ST | MC311A2201     | G02968       | 608174034801 |
| MISSISSIPPI CANYON 311 #A024ST | MC311A2401     | G02968       | 608174035301 |
| MOBILE 826 #001                | MO826D0100     | G26176       | 608154014900 |
| NORTH PADRE IS 969 #A001       | PN969A0100     | G05953       | 427134003400 |
| NORTH PADRE IS 969 #A004       | PN969A0400     | G05953       | 427134005600 |
| NORTH PADRE IS 969 #A006       | PN969A0600     | G05953       | 427134005700 |
| NORTH PADRE IS 969 #A007       | PN969A0700     | G05953       | 427134005800 |
| NORTH PADRE IS 969 #JA002      | PN969JA020     | G05953       | 427014003000 |
| NORTH PADRE IS 976 #A002       | PN976A0200     | G05954       | 427134005000 |
| NORTH PADRE IS 976 #A003       | PN976A03       | G05954       | 427134005101 |
| NORTH PADRE IS 976 #A005       | PN976A0500     | G05954       | 427134005500 |
| NORTH PADRE IS 976 #A008       | PN976A0800     | G05954       | 427134005900 |
| NORTH PADRE IS 976 #A009       | PN976A0900     | G05954       | 427134006000 |
| SHIP SHOAL 030 #011            | SS03001100     | 00333        | 177114093000 |
| SHIP SHOAL 030 #013            | SS03001300     | 00333        | 177114109400 |
| SHIP SHOAL 030 #014D           | SS030014D0     | 00333        | 177114111900 |
| SHIP SHOAL 030 #A001           | SS030A0100     | 00333        | 177114113000 |
| SHIP SHOAL 032 #024            | SS03202401     | 00335        | 177114131701 |
| SHIP SHOAL 033 #005            | SS03300500     | 00336        | 177114030900 |
| SHIP SHOAL 068 #002 ST1        | SS06800201     | G02917       | 177114096701 |
| SHIP SHOAL 068 #003            | SS06800301     | G02925       | 177114101301 |
| SHIP SHOAL 068 #004            | SS06800402     | G02917       | 177114101802 |
| SHIP SHOAL 068 #005 ST1        | SS06800501     | G02917       | 177114101401 |
| SHIP SHOAL 068 #009            | SS06800900     | G02917       | 177114126000 |
| SHIP SHOAL 068 #010            | SS06801000     | G02917       | 177114135200 |
| SHIP SHOAL 068 #G001 (ORR)     | SS068G0100     | G02917       | 177114119400 |
| SHIP SHOAL 068 #G002           | SS068G0200     | G02917       | 177114121200 |
| SHIP SHOAL 091 #A001           | SS091A0100     | G02919       | 177114044300 |
| SHIP SHOAL 091 #A003           | SS091A0300     | G02919       | 177114056800 |
| SHIP SHOAL 091 #A004 ST1       | SS091A0401     | G02919       | 177114062501 |
| SHIP SHOAL 091 #A005 ST1       | SS091A0501     | G02919       | 177114058201 |
| SHIP SHOAL 091 #A006 ST2       | SS091A0602     | G02919       | 177114059202 |
| SHIP SHOAL 091 #B001 ST1       | SS091B0101     | G02919       | 177114066401 |
| SHIP SHOAL 091 #B002 ST1       | SS091B0201     | G02919       | 177114065701 |
| SHIP SHOAL 091 #B003           | SS091B0300     | G02919       | 177114068400 |
| SHIP SHOAL 091 #B004 ST1       | SS091B0401     | G02919       | 177114072101 |
| SHIP SHOAL 091 #B005           | SS091B0500     | G02919       | 177114110800 |
| SHIP SHOAL 105 #007            | SS10500700     | G09614       | 177114130800 |
| SHIP SHOAL 105 #A001 ST1       | SS105A0101     | G09614       | 177114124501 |



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| SHIP SHOAL 105 #B004        | SS105B0400     | G09614       | 177114122400 |
| SHIP SHOAL 105 #B006        | SS105B0600     | G09614       | 177114130201 |
| SHIP SHOAL 126 #B001        | SS126B0100     | G12940       | 177114121000 |
| SHIP SHOAL 126 #B002        | SS126B0200     | G12940       | 177114134203 |
| SHIP SHOAL 126 #B003 ST1    | SS126B0301     | G12940       | 177114135401 |
| SHIP SHOAL 129 #A002 ST1    | SS129A0201     | G12941       | 177114117201 |
| SHIP SHOAL 129 #A003        | SS129A0300     | G12941       | 177114120100 |
| SHIP SHOAL 129 #B001 ST1    | SS129B0101     | G12941       | 177114135301 |
| SHIP SHOAL 129 #B002 ST1    | SS129B0201     | G12941       | 177114145501 |
| SHIP SHOAL 129 #L001        | SS129L0100     | G12941       | 177114150000 |
| SHIP SHOAL 129 #L002        | SS129L0200     | G12941       | 177114150300 |
| SHIP SHOAL 145 #E001        | SS145E01       | G34831       | 177114140501 |
| SHIP SHOAL 151 #A001 (ORRI) | SS151A0100     | G15282       | 177114125702 |
| SHIP SHOAL 151 #A002 (ORRI) | SS151A0200     | G15282       | 177114154300 |
| SHIP SHOAL 159 #001         | SS15900100     | G11984       | 177114143701 |
| SHIP SHOAL 169 #BB001       | SS169BB010     | 00820        | 177114048100 |
| SHIP SHOAL 169 #BB002       | SS169BB020     | 00820        | 177114055501 |
| SHIP SHOAL 169 #BB003       | SS169BB030     | 00820        | 177114057800 |
| SHIP SHOAL 169 #BB004       | SS169BB040     | 00820        | 177114056500 |
| SHIP SHOAL 169 #BB005       | SS169BB050     | 00820        | 177114059600 |
| SHIP SHOAL 169 #BB006       | SS169BB060     | 00820        | 177114060101 |
| SHIP SHOAL 169 #C001        | SS169C0100     | 00820        | 177114075600 |
| SHIP SHOAL 169 #C003        | SS169C0300     | 00820        | 177114078500 |
| SHIP SHOAL 169 #C004        | SS169C0400     | 00820        | 177114077400 |
| SHIP SHOAL 169 #C006        | SS169C0600     | 00820        | 177114080201 |
| SHIP SHOAL 169 #C007        | SS169C0700     | 00820        | 177114080601 |
| SHIP SHOAL 169 #C008        | SS169C0800     | 00820        | 177114081300 |
| SHIP SHOAL 169 #C009        | SS169C0900     | 00820        | 177114144400 |
| SHIP SHOAL 169 #C010        | SS169C1000     | 00820        | 177114144800 |
| SHIP SHOAL 169 #G001        | SS169G0100     | 00820        | 177114127400 |
| SHIP SHOAL 169 #G002        | SS169G0200     | 00820        | 177114128500 |
| SHIP SHOAL 169 #G003        | SS169G0300     | 00820        | 177114156600 |
| SHIP SHOAL 175 #A004        | SS175A0400     | G05550       | 177094078900 |
| SHIP SHOAL 176 #001         | SS17600100     | G33646       | 177114155400 |
| SHIP SHOAL 178 #A001        | SS178A0100     | G05551       | 177114076800 |
| SHIP SHOAL 178 #A002A       | SS178A0200     | G05551       | 177114080800 |
| SHIP SHOAL 178 #A003        | SS178A0302     | G05551       | 177114081902 |
| SHIP SHOAL 178 #A004        | SS178A0400     | G05551       | 177114082900 |
| SHIP SHOAL 178 #A005        | SS178A0500     | G05551       | 177114082300 |
| SHIP SHOAL 178 #A006        | SS178A0600     | G05551       | 177114113900 |
| SHIP SHOAL 182 #A001        | SS182A0100     | G03998       | 177114059400 |
| SHIP SHOAL 182 #A002 ST1    | SS182A0201     | G03998       | 177114060601 |
| SHIP SHOAL 182 #A003        | SS182A0300     | G03998       | 177114063100 |
| SHIP SHOAL 182 #A004        | SS182A0400     | G03998       | 177114065500 |
| SHIP SHOAL 182 #B001        | SS182B0101     | G03998       | 177114066001 |
| SHIP SHOAL 182 #B002        | SS182B0201     | G03998       | 177114074501 |

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| SHIP SHOAL 182 #B003 ST2    | SS182B0402     | G03998       | 177114090502 |
| SHIP SHOAL 182 #B004        | SS182B0400     | G03998       | 177114090800 |
| SHIP SHOAL 182 #B005        | SS182B0500     | G03998       | 177114113600 |
| SHIP SHOAL 182 #B006        | SS182B0600     | G03998       | 177114130500 |
| SHIP SHOAL 182 #C001D ST1   | SS182C01D0     | G03998       | 177114087501 |
| SHIP SHOAL 182 #C002        | SS182C0200     | G03998       | 177114088500 |
| SHIP SHOAL 182 #C003        | SS182C0300     | G03998       | 177114087800 |
| SHIP SHOAL 182 #C004        | SS182C0400     | G03998       | 177114132000 |
| SHIP SHOAL 189 #A001A       | SS189A01A0     | G04232       | 177114062000 |
| SHIP SHOAL 189 #A002        | SS189A0201     | G04232       | 177114085301 |
| SHIP SHOAL 189 #A003A       | SS189A03A0     | G04232       | 177114085200 |
| SHIP SHOAL 189 #A005        | SS189A0500     | G04232       | 177114088400 |
| SHIP SHOAL 189 #A007 ST2    | SS189A0702     | G04232       | 177114129502 |
| SHIP SHOAL 189 #A008        | SS189A0800     | G04232       | 177114130900 |
| SHIP SHOAL 189 #A009 ST1    | SS189A0901     | G04232       | 177114139801 |
| SHIP SHOAL 189 #A010BP1     | SS189A1001     | G04232       | 177114154701 |
| SHIP SHOAL 189 #A4 (SS210)  | SS189A04       | G05204       | 177114086801 |
| SHIP SHOAL 189 #A6 (SS188)  | SS189A06       | G05203       | 177114088900 |
| SHIP SHOAL 189 #B001 (ORRI) | SS189B0100     | G04232       | 177114151001 |
| SHIP SHOAL 189 #B002 (ORRI) | SS189B0200     | G04232       | 177114152300 |
| SHIP SHOAL 189 #C001        | SS189C0101     | G04232       | 177114153901 |
| SHIP SHOAL 189 #D001        | SS189D0100     | G04232       | 177114154402 |
| SHIP SHOAL 190 #B001 ST2    | SS190B0103     | G10775       | 177114114803 |
| SHIP SHOAL 190 #B002        | SS190B0200     | G10775       | 177114134700 |
| SHIP SHOAL 193 #A001 ST1    | SS193A0101     | G13917       | 177114112301 |
| SHIP SHOAL 193 #A002 ST1    | SS193A0201     | G13917       | 177114112601 |
| SHIP SHOAL 193 #A003        | SS193A0300     | G13917       | 177114115300 |
| SHIP SHOAL 193 #A004 ST1    | SS193A0401     | G13917       | 177114116001 |
| SHIP SHOAL 193 #A005 ST1    | SS193A0501     | G13917       | 177114117301 |
| SHIP SHOAL 193 #A006 ST5    | SS193A0605     | G13917       | 177114123005 |
| SHIP SHOAL 193 #A007 ST1    | SS193A0701     | G13917       | 177114139501 |
| SHIP SHOAL 193 #M001        | SS193M0100     | G13917       | 177114148500 |
| SHIP SHOAL 194 #A001        | SS194A0100     | G15288       | 177114121300 |
| SHIP SHOAL 194 #A002 ST1    | SS194A0201     | G15288       | 177114121701 |
| SHIP SHOAL 198 #J011        | SS198J1100     | 00593        | 177114147800 |
| SHIP SHOAL 204 #A008        | SS204A0800     | G01520       | 177110083000 |
| SHIP SHOAL 204 #A015 ST1    | SS204A1501     | G01520       | 177112003401 |
| SHIP SHOAL 204 #A016        | SS204A1601     | G01520       | 177112005401 |
| SHIP SHOAL 204 #A020        | SS204A2000     | G01520       | 177112012600 |
| SHIP SHOAL 204 #A024 ST1    | SS204A2401     | G01520       | 177112017701 |
| SHIP SHOAL 204 #A028 ST3    | SS204A2803     | G01520       | 177110071003 |
| SHIP SHOAL 204 #A030A       | SS204A30A1     | G01520       | 177114002801 |
| SHIP SHOAL 204 #A031        | SS204A3101     | G01520       | 177110084201 |
| SHIP SHOAL 204 #A034        | SS204A3400     | G01520       | 177114146700 |
| SHIP SHOAL 204 #A035        | SS204A3502     | G01520       | 177114147402 |
| SHIP SHOAL 204 #A036 ST1    | SS204A3603     | G01520       | 177114146803 |



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| SHIP SHOAL 206 #E002     | SS206E0201     | G01522       | 177114118101 |
| SHIP SHOAL 206 #E003     | SS206E0301     | G01522       | 177114118201 |
| SHIP SHOAL 206 #E004     | SS206E0400     | G01522       | 177114141800 |
| SHIP SHOAL 206 #E005     | SS206E0500     | G01522       | 177114142000 |
| SHIP SHOAL 207 #A003 ST1 | SS207A0301     | G01523       | 177110072801 |
| SHIP SHOAL 207 #A004B    | SS207A04B0     | G01523       | 177110075500 |
| SHIP SHOAL 207 #A006D    | SS207A06D0     | G01523       | 177110078200 |
| SHIP SHOAL 207 #A008B    | SS207A08B0     | G01523       | 177110080700 |
| SHIP SHOAL 207 #A009     | SS207A0900     | G01523       | 177110082400 |
| SHIP SHOAL 207 #A010D    | SS207A10D0     | G01523       | 177110083900 |
| SHIP SHOAL 207 #A013     | SS207A1300     | G01523       | 177112002500 |
| SHIP SHOAL 207 #A015 ST1 | SS207A1501     | G01523       | 177112010601 |
| SHIP SHOAL 207 #A016 ST1 | SS207A1601     | G01523       | 177112011401 |
| SHIP SHOAL 207 #A018     | SS207A1800     | G01523       | 177112005000 |
| SHIP SHOAL 207 #A019ST   | SS207A1901     | G01523       | 177114009401 |
| SHIP SHOAL 207 #A020     | SS207A2000     | G01523       | 177114010300 |
| SHIP SHOAL 207 #A022 ST1 | SS207A2201     | G01523       | 177114011301 |
| SHIP SHOAL 207 #A023B    | SS207A23B0     | G01523       | 177114013500 |
| SHIP SHOAL 207 #A024     | SS207A2400     | G01523       | 177114014300 |
| SHIP SHOAL 207 #A025     | SS207A2500     | G01523       | 177114015500 |
| SHIP SHOAL 207 #A026     | SS207A2601     | G01523       | 177112001101 |
| SHIP SHOAL 207 #A027     | SS207A2701     | G01523       | 177110079401 |
| SHIP SHOAL 207 #A028     | SS207A2801     | G01523       | 177110077301 |
| SHIP SHOAL 207 #A029 ST  | SS207A2901     | G01523       | 177112001901 |
| SHIP SHOAL 207 #A030     | SS207A3001     | G01523       | 177110071501 |
| SHIP SHOAL 207 #A031 ST2 | SS207A3102     | G01523       | 177114117702 |
| SHIP SHOAL 207 #A032     | SS207A3201     | G01523       | 177114119701 |
| SHIP SHOAL 207 #A033 ST1 | SS207A3301     | G01523       | 177114121901 |
| SHIP SHOAL 207 #A034     | SS207A3400     | G01523       | 177114122200 |
| SHIP SHOAL 207 #A035 ST1 | SS207A3501     | G01523       | 177114133301 |
| SHIP SHOAL 207 #A036     | SS207A3600     | G01523       | 177114137700 |
| SHIP SHOAL 207 #D002     | SS207D0200     | G01523       | 177114025400 |
| SHIP SHOAL 207 #D007     | SS207D0700     | G01523       | 177114030300 |
| SHIP SHOAL 207 #D008     | SS207D0800     | G01523       | 177114032300 |
| SHIP SHOAL 207 #D009     | SS207D0900     | G01523       | 177114116400 |
| SHIP SHOAL 207 #D010 ST1 | SS207D1001     | G01523       | 177114116501 |
| SHIP SHOAL 216 #C004 ST1 | SS216C0401     | G01524       | 177112014901 |
| SHIP SHOAL 216 #C005A    | SS216C05A0     | G01524       | 177112017400 |
| SHIP SHOAL 216 #C007 ST1 | SS216C0701     | G01524       | 177114001201 |
| SHIP SHOAL 216 #C009 ST1 | SS216C0901     | G01524       | 177114003801 |
| SHIP SHOAL 216 #C010     | SS216C1000     | G01524       | 177114004900 |
| SHIP SHOAL 216 #C012C    | SS216C12C0     | G01524       | 177114006700 |
| SHIP SHOAL 216 #C013     | SS216C1300     | G01524       | 177114007700 |
| SHIP SHOAL 216 #C015     | SS216C1500     | G01524       | 177114009000 |
| SHIP SHOAL 216 #C016     | SS216C1601     | G01524       | 177114000101 |
| SHIP SHOAL 216 #C017A    | SS216C17A1     | G01524       | 177114003001 |

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| SHIP SHOAL 216 #C019        | SS216C1900     | G01524       | 177114031900 |
| SHIP SHOAL 216 #C023        | SS216C2300     | G01524       | 177114134600 |
| SHIP SHOAL 216 #C024 ST2    | SS216C2402     | G01524       | 177114135102 |
| SHIP SHOAL 243 #A001 (ORRI) | SS243A0100     | G10780       | 177124051700 |
| SHIP SHOAL 243 #A004 (ORRI) | SS243A0400     | G10780       | 177124059402 |
| SHIP SHOAL 243 #A006 (ORRI) | SS243A0600     | G10780       | 177124064901 |
| SHIP SHOAL 249 #D017        | SS249D1700     | G01030       | 177124020800 |
| SHIP SHOAL 259 #001         | SS25900100     | G05044       | 177124028500 |
| SHIP SHOAL 259 #JA001 ST2   | SS259JA102     | G05044       | 177124035002 |
| SHIP SHOAL 259 #JA002       | SS259JA201     | G05044       | 177124035301 |
| SHIP SHOAL 259 #JA003 ST2   | SS259JA302     | G05044       | 177124035402 |
| SHIP SHOAL 259 #JA004       | SS259JA400     | G05044       | 177124035600 |
| SHIP SHOAL 259 #JA005 ST1   | SS259JA501     | G05044       | 177124035801 |
| SHIP SHOAL 259 #JA006       | SS259JA600     | G05044       | 177124035900 |
| SHIP SHOAL 259 #JA007       | SS259JA700     | G05044       | 177124064200 |
| SHIP SHOAL 259 #JA008 ST2   | SS259JA802     | G05044       | 177124064402 |
| SHIP SHOAL 259 #JA009       | SS259JA900     | G05044       | 177124064500 |
| SHIP SHOAL 259 #JA010 ST1   | SS259JA101     | G05044       | 177124065501 |
| SHIP SHOAL 274 #A001        | SS274A0100     | G01039       | 177120001500 |
| SHIP SHOAL 274 #A002        | SS274A0200     | G01039       | 177120001600 |
| SHIP SHOAL 274 #A003        | SS274A0300     | G01039       | 177120001700 |
| SHIP SHOAL 274 #A004        | SS274A0400     | G01039       | 177120001800 |
| SHIP SHOAL 274 #A006        | SS274A0601     | G01039       | 177120002001 |
| SHIP SHOAL 274 #A008        | SS274A0800     | G01039       | 177120002200 |
| SHIP SHOAL 274 #A010        | SS274A1001     | G01039       | 177120002401 |
| SHIP SHOAL 274 #A012        | SS274A1201     | G01039       | 177120002601 |
| SHIP SHOAL 274 #A013        | SS274A1300     | G01039       | 177120002700 |
| SHIP SHOAL 274 #A014        | SS274A1403     | G01039       | 177120001903 |
| SHIP SHOAL 274 #A016        | SS274A1602     | G01039       | 177120010202 |
| SHIP SHOAL 274 #C001        | SS274C0100     | G01039       | 177124038900 |
| SHIP SHOAL 274 #C002        | SS274C0200     | G01039       | 177124038800 |
| SHIP SHOAL 274 #C003        | SS274C0300     | G01039       | 177124039000 |
| SHIP SHOAL 274 #C004        | SS274C0400     | G01039       | 177124039100 |
| SHIP SHOAL 274 #C005 WIW    | SS274C0500     | G01039       | 177124039200 |
| SHIP SHOAL 274 #C006 WSW    | SS274C0600     | G01039       | 177124039300 |
| SHIP SHOAL 274 #C007        | SS274C0700     | G01039       | 177124039900 |
| SHIP SHOAL 274 #C008        | SS274C0800     | G01039       | 177124040300 |
| SHIP SHOAL 274 #C009        | SS274C0900     | G01039       | 177124040200 |
| SHIP SHOAL 274 #C010 WIW    | SS274C1000     | G01039       | 177124040000 |
| SHIP SHOAL 274 #C011        | SS274C1100     | G01039       | 177124040100 |
| SHIP SHOAL 274 #C012        | SS274C1200     | G01039       | 177124040700 |
| SHIP SHOAL 274 #C013        | SS274C1300     | G01039       | 177124040800 |
| SHIP SHOAL 274 #C014        | SS274C1400     | G01039       | 177124040900 |
| SHIP SHOAL 274 #C015        | SS274C1500     | G01039       | 177124041400 |
| SHIP SHOAL 274 #C016        | SS274C1600     | G01039       | 177124041300 |
| SHIP SHOAL 274 #C017        | SS274C1701     | G01039       | 177124041501 |

| Asset Name                     | FWE Acct. Code | Lease Number | API          |
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| SHIP SHOAL 274 #C018           | SS274C1800     | G01039       | 177124041800 |
| SHIP SHOAL 274 #C019 WSW       | SS274C1900     | G01039       | 177124042000 |
| SHIP SHOAL 274 #C020           | SS274C2000     | G01039       | 177124041900 |
| SHIP SHOAL 274 #C021           | SS274C2100     | G01039       | 177124042600 |
| SHIP SHOAL 274 #C022           | SS274C2201     | G01039       | 177124056102 |
| SHIP SHOAL 274 #C023           | SS274C2300     | G01039       | 177124059600 |
| SHIP SHOAL 274 #C024           | SS274C2400     | G01039       | 177124060100 |
| SHIP SHOAL 276 #A6             | -              | G10785       | 177124042500 |
| SHIP SHOAL 276 #A7             | -              | G10785       | 177124043000 |
| SHIP SHOAL 314 #A002           | SS314A0200     | G26074       | 177124047202 |
| SHIP SHOAL 314 #A004 (ORRI)    | SS314A0400     | G26074       | 177124047502 |
| SHIP SHOAL 354 #A001 ST2       | SS354A0102     | G15312       | 177124055202 |
| SHIP SHOAL 354 #A002 ST2       | SS354A0202     | G15312       | 177124056002 |
| SHIP SHOAL 354 #A003 ST1       | SS354A0301     | G15312       | 177124057901 |
| SHIP SHOAL 354 #A004 ST1       | SS354A0401     | G15312       | 177124057701 |
| SHIP SHOAL 354 #A005           | SS354A0500     | G15312       | 177124065600 |
| SHIP SHOAL 354 #A006           | SS354A0600     | G15312       | 177124066000 |
| SHIP SHOAL 354 #A007 ST1       | SS354A0701     | G15312       | 177124066101 |
| SHIP SHOAL 354 #A008           | SS354A0800     | G15312       | 177124066200 |
| SHIP SHOAL206#E001(SS207E1     | SS207E0100     | G01523       | 177114115500 |
| SOUTH MARSH IS 010 #004        | SM01000400     | G01181       | 177074089700 |
| SOUTH MARSH IS 010 #A002       | SM010A0200     | G01181       | 177070050200 |
| SOUTH MARSH IS 010 #A003       | SM010A0300     | G01181       | 177074043200 |
| SOUTH MARSH IS 010 #A004       | SM010A0400     | G01181       | 177070050600 |
| SOUTH MARSH IS 010 #A007       | SM010A0700     | G01181       | 177070051300 |
| SOUTH MARSH IS 010 #A008       | SM010A0800     | G01181       | 177070052100 |
| SOUTH MARSH IS 010 #A009E      | SM010A09E0     | G01181       | 177072000000 |
| SOUTH MARSH IS 010 #A011       | SM010A1100     | G01181       | 177072000500 |
| SOUTH MARSH IS 010 #A012       | SM010A1200     | G01181       | 177072001100 |
| SOUTH MARSH IS 010 #A013 ST1   | SM010A1301     | G01181       | 177072000401 |
| SOUTH MARSH IS 010 #A017       | SM010A1700     | G01181       | 177074032300 |
| SOUTH MARSH IS 010 #A019       | SM010A1901     | G01181       | 177074046301 |
| SOUTH MARSH IS 010 #A021       | SM010A2100     | G01181       | 177074075200 |
| SOUTH MARSH IS 011 #034        | SM01103400     | G01182       | 177072004300 |
| SOUTH MARSH IS 011 #058 BP2    | SM01105802     | G01182       | 177074090702 |
| SOUTH MARSH IS 018 #A001 ST1   | SM018A0101     | G08680       | 177074057701 |
| SOUTH MARSH IS 018 #A002       | SM018A0200     | G08680       | 177074064900 |
| SOUTH MARSH IS 018 #A003       | SM018A0300     | G08680       | 177074070300 |
| SOUTH MARSH IS 048 #E002       | SM048E0201     | 00786        | 177072002801 |
| SOUTH MARSH IS 048 #E003 ST1BP | SM048E0302     | 00786        | 177072003302 |
| SOUTH MARSH IS 048 #E004       | SM048E0401     | 00786        | 177072004001 |
| SOUTH MARSH IS 048 #E005       | SM048E005      | 00786        | 177072004800 |
| SOUTH MARSH IS 048 #E007       | SM048E07       | 00786        | 177074092300 |
| SOUTH MARSH IS 066 #C001       | SM066C0100     | G01198       | 177070041200 |
| SOUTH MARSH IS 066 #C002       | SM066C0200     | G01198       | 177070049000 |
| SOUTH MARSH IS 066 #C003       | SM066C0300     | G01198       | 177074005800 |

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|--------------------------------|----------------|--------------|--------------|
| SOUTH MARSH IS 066 #C004       | SM066C0400     | G01198       | 177070050000 |
| SOUTH MARSH IS 066 #C005       | SM066C0500     | G01198       | 177070050700 |
| SOUTH MARSH IS 066 #C006       | SM066C0600     | G01198       | 177072018700 |
| SOUTH MARSH IS 066 #C007       | SM066C0700     | G01198       | 177070052800 |
| SOUTH MARSH IS 066 #C009B      | SM066C09B0     | G01198       | 177072001200 |
| SOUTH MARSH IS 066 #C010 ST2   | SM066C1002     | G01198       | 177072002502 |
| SOUTH MARSH IS 066 #C011       | SM066C1100     | G01198       | 177074072900 |
| SOUTH MARSH IS 066 #C012       | SM066C1200     | G01198       | 177074073500 |
| SOUTH MARSH IS 066 #D001       | SM066D0100     | G01198       | 177074025400 |
| SOUTH MARSH IS 066 #D003       | SM066D0300     | G01198       | 177074029000 |
| SOUTH MARSH IS 066 #D004       | SM066D0400     | G01198       | 177074032000 |
| SOUTH MARSH IS 066 #D005       | SM066D0500     | G01198       | 177074032600 |
| SOUTH MARSH IS 066 #D006 ST    | SM066D0601     | G01198       | 177074031201 |
| SOUTH MARSH IS 066 #D007 ST1BP | SM066D0701     | G01198       | 177074027401 |
| SOUTH MARSH IS 076 #F001 BP2   | SM076F0102     | G01208       | 177084095402 |
| SOUTH MARSH IS 076 #F002       | SM076F0200     | G01208       | 177084095500 |
| SOUTH MARSH IS 105 #A001       | SM105A0100     | G17938       | 177084089700 |
| SOUTH MARSH IS 105 #A002 ST1   | SM105A0201     | G17938       | 177084089901 |
| SOUTH MARSH IS 106 #A001N      | SM106A01N0     | G03776       | 177084038200 |
| SOUTH MARSH IS 106 #A002 ST    | SM106A02N1     | G03776       | 177084038701 |
| SOUTH MARSH IS 106 #A003N      | SM106A03N0     | G03776       | 177084039100 |
| SOUTH MARSH IS 106 #A004       | SM106A04N0     | G03776       | 177084040600 |
| SOUTH MARSH IS 106 #A005 ST2   | SM106A05N2     | G03776       | 177084047202 |
| SOUTH MARSH IS 106 #A006 ST1   | SM106A06N1     | G03776       | 177084048401 |
| SOUTH MARSH IS 106 #A007       | SM106A07N0     | G03776       | 177084048600 |
| SOUTH MARSH IS 106 #A008       | SM106A08N0     | G03776       | 177084049100 |
| SOUTH MARSH IS 106 #A009 ST1   | SM106A09N1     | G03776       | 177084049801 |
| SOUTH MARSH IS 106 #A010       | SM106A10N0     | G03776       | 177084051300 |
| SOUTH MARSH IS 106 #A011 ST2   | SM106A11N2     | G03776       | 177084052302 |
| SOUTH MARSH IS 106 #A013       | SM106A13N0     | G03776       | 177084081200 |
| SOUTH MARSH IS 106 #A014       | SM106A14N0     | G03776       | 177084082000 |
| SOUTH MARSH IS 106 #A015       | SM106A15N0     | G03776       | 177084082600 |
| SOUTH MARSH IS 106 #A016       | SM106A16N0     | G03776       | 177084082700 |
| SOUTH MARSH IS 106 #A017       | SM106A17N0     | G03776       | 177084082800 |
| SOUTH MARSH IS 106 #A020       | SM106A20S0     | G02279       | 177084082200 |
| SOUTH MARSH IS 106#A012ST2     | SM106A12S2     | G02279       | 177084053602 |
| SOUTH MARSH IS 108 #A018       | SM108A1800     | 00792        | 177084094500 |
| SOUTH MARSH IS 127 #B011       | SM127B1100     | G02883       | 177084015800 |
| SOUTH MARSH IS 127 #B017       | SM127B17S1     | G02883       | 177084025801 |
| SOUTH MARSH IS 127 #B022 ST1   | SM127B2201     | G02883       | 177084078501 |
| SOUTH MARSH IS 128 #A002       | SM128A0200     | G02587       | 177084014300 |
| SOUTH MARSH IS 128 #A003       | SM128A0300     | G02587       | 177084013400 |
| SOUTH MARSH IS 128 #A004C ST1  | SM128A04C1     | G02587       | 177084014601 |
| SOUTH MARSH IS 128 #A005       | SM128A0500     | G02587       | 177084015000 |
| SOUTH MARSH IS 128 #A006 ST1   | SM128A0601     | G02587       | 177084016101 |
| SOUTH MARSH IS 128 #A007       | SM128A0700     | G02587       | 177084015500 |

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| SOUTH MARSH IS 128 #A009     | SM128A0900     | G02587       | 177084019100 |
| SOUTH MARSH IS 128 #A010     | SM128A1002     | G02587       | 177084019302 |
| SOUTH MARSH IS 128 #A011 ST3 | SM128A1103     | G02587       | 177084017103 |
| SOUTH MARSH IS 128 #A012     | SM128A1200     | G02587       | 177084023600 |
| SOUTH MARSH IS 128 #A013 ST2 | SM128A1302     | G02587       | 177084024002 |
| SOUTH MARSH IS 128 #A014     | SM128A1400     | G02587       | 177084026100 |
| SOUTH MARSH IS 128 #A015 ST2 | SM128A1502     | G02587       | 177084012902 |
| SOUTH MARSH IS 128 #A016 ST1 | SM128A1601     | G02587       | 177084033301 |
| SOUTH MARSH IS 128 #A017 ST1 | SM128A1702     | G02587       | 177084028202 |
| SOUTH MARSH IS 128 #A018     | SM128A1800     | G02587       | 177084030300 |
| SOUTH MARSH IS 128 #A019     | SM128A1900     | G02587       | 177084035100 |
| SOUTH MARSH IS 128 #A021     | SM128A2100     | G02587       | 177084035200 |
| SOUTH MARSH IS 128 #A022 ST2 | SM128A2202     | G02587       | 177084034402 |
| SOUTH MARSH IS 128 #A023 ST1 | SM128A2301     | G02587       | 177084037601 |
| SOUTH MARSH IS 128 #A024     | SM128A2400     | G02587       | 177084039700 |
| SOUTH MARSH IS 128 #A025     | SM128A2500     | G02587       | 177084040000 |
| SOUTH MARSH IS 128 #A026     | SM128A2600     | G02587       | 177084039900 |
| SOUTH MARSH IS 128 #B001A    | SM128B01D0     | G02587       | 177084011000 |
| SOUTH MARSH IS 128 #B002 ST1 | SM128B0201     | G02587       | 177084014401 |
| SOUTH MARSH IS 128 #B003 ST1 | SM128B0301     | G02587       | 177084011601 |
| SOUTH MARSH IS 128 #B005D    | SM128B05D0     | G02587       | 177084012700 |
| SOUTH MARSH IS 128 #B006 ST2 | SM128B0602     | G02587       | 177084012202 |
| SOUTH MARSH IS 128 #B007 ST2 | SM128B0702     | G02587       | 177084014502 |
| SOUTH MARSH IS 128 #B008A    | SM128B08A0     | G02587       | 177084014700 |
| SOUTH MARSH IS 128 #B009     | SM128B0900     | G02587       | 177084014900 |
| SOUTH MARSH IS 128 #B010     | SM128B1000     | G02587       | 177084015600 |
| SOUTH MARSH IS 128 #B012 ST1 | SM128B1201     | G02587       | 177084016401 |
| SOUTH MARSH IS 128 #B013     | SM128B1300     | G02587       | 177084023500 |
| SOUTH MARSH IS 128 #B015     | SM128B1500     | G02587       | 177084024700 |
| SOUTH MARSH IS 128 #B016     | SM128B1600     | G02587       | 177084025300 |
| SOUTH MARSH IS 128 #B018     | SM128B1800     | G02587       | 177084029200 |
| SOUTH MARSH IS 128 #B019     | SM128B1900     | G02587       | 177084030600 |
| SOUTH MARSH IS 128 #B020     | SM128B2000     | G02587       | 177084063300 |
| SOUTH MARSH IS 128 #B021     | SM128B2100     | G02587       | 177084078200 |
| SOUTH MARSH IS 128 #B024     | SM128B2400     | G02587       | 177084088600 |
| SOUTH MARSH IS 128 #C001     | SM128C0100     | G02587       | 177084028600 |
| SOUTH MARSH IS 128 #C002     | SM128C0200     | G02587       | 177084027300 |
| SOUTH MARSH IS 128 #C003     | SM128C0300     | G02587       | 177084029600 |
| SOUTH MARSH IS 128 #C004A    | SM128C04A0     | G02587       | 177084030000 |
| SOUTH MARSH IS 128 #C005A    | SM128C05A0     | G02587       | 177084030700 |
| SOUTH MARSH IS 128 #C006A    | SM128C06A0     | G02587       | 177084031300 |
| SOUTH MARSH IS 128 #C007     | SM128C0700     | G02587       | 177084031700 |
| SOUTH MARSH IS 128 #C008     | SM128C0800     | G02587       | 177084032000 |
| SOUTH MARSH IS 128 #C009     | SM128C0900     | G02587       | 177084034900 |
| SOUTH MARSH IS 128 #C010D    | SM128C10D0     | G02587       | 177084035000 |
| SOUTH MARSH IS 128 #C011     | SM128C1100     | G02587       | 177084036400 |



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| SOUTH MARSH IS 128 #C012A     | SM128C12A0     | G02587       | 177084037300 |
| SOUTH MARSH IS 128 #C013      | SM128C1300     | G02587       | 177084037700 |
| SOUTH MARSH IS 128 #C014      | SM128C1400     | G02587       | 177084038900 |
| SOUTH MARSH IS 128 #C015A     | SM128C15A0     | G02587       | 177084039300 |
| SOUTH MARSH IS 128 #C016      | SM128C1600     | G02587       | 177084062000 |
| SOUTH MARSH IS 128 #C017A     | SM128C17A0     | G02587       | 177084062600 |
| SOUTH MARSH IS 128 #C018D     | SM128C18D0     | G02587       | 177084062900 |
| SOUTH MARSH IS 128 #C019      | SM128C1900     | G02587       | 177084088000 |
| SOUTH MARSH IS 128 #C020      | SM128C2000     | G02587       | 177084088100 |
| SOUTH MARSH IS 128 #C021      | SM128C2101     | G02587       | 177084088201 |
| SOUTH MARSH IS 132 #B002      | SM132B0200     | G02282       | 177084031800 |
| SOUTH MARSH IS 132 #B003 ST1  | SM132B0301     | G02282       | 177084031601 |
| SOUTH MARSH IS 132 #B004      | SM132B0400     | G02282       | 177084033000 |
| SOUTH MARSH IS 132 #B005      | SM132B0500     | G02282       | 177084033500 |
| SOUTH MARSH IS 132 #B006      | SM132B0600     | G02282       | 177084033900 |
| SOUTH MARSH IS 132 #B007      | SM132B0700     | G02282       | 177084034100 |
| SOUTH MARSH IS 132 #B008      | SM132B0800     | G02282       | 177084035500 |
| SOUTH MARSH IS 132 #B009      | SM132B0900     | G02282       | 177084036200 |
| SOUTH MARSH IS 132 #B010      | SM132B1000     | G02282       | 177084036500 |
| SOUTH MARSH IS 132 #B011      | SM132B1100     | G02282       | 177084037800 |
| SOUTH MARSH IS 135 #C003 BP1  | SM135C0301     | G19776       | 177084089401 |
| SOUTH MARSH IS 136 #A004      | SM136A0400     | G02588       | 177084021900 |
| SOUTH MARSH IS 136 #A008      | SM136A08       | G02588       | 177084032401 |
| SOUTH MARSH IS 136 #A010      | SM136A1000     | G02588       | 177084035700 |
| SOUTH MARSH IS 136 #A015      | SM136A1500     | G02588       | 177084071200 |
| SOUTH MARSH IS 136 #C007      | SM136C0700     | G02588       | 177084091900 |
| SOUTH MARSH IS 137 #A001      | SM137A0100     | G02589       | 177084007700 |
| SOUTH MARSH IS 137 #A003      | SM137A0300     | G02589       | 177084020400 |
| SOUTH MARSH IS 137 #A005      | SM137A0500     | G02589       | 177084024100 |
| SOUTH MARSH IS 137 #A009      | SM137A0900     | G02589       | 177084034600 |
| SOUTH MARSH IS 137 #A011 ST1  | SM137A1101     | G02589       | 177084030201 |
| SOUTH MARSH IS 137 #A012      | SM137A1200     | G02589       | 177084040400 |
| SOUTH MARSH IS 137 #A013      | SM137A1300     | G02589       | 177084042900 |
| SOUTH MARSH IS 137 #A014      | SM137A1400     | G02589       | 177084045000 |
| SOUTH MARSH IS 137 #A018      | SM137A1800     | G02589       | 177084072800 |
| SOUTH MARSH IS 141 #B014C     | SM141B14C1     | G02885       | 177084025701 |
| SOUTH MARSH IS 141 #B023A     | SM141B23A0     | G02885       | 177084079100 |
| SOUTH MARSH IS 149 #C001 ST1  | SM149C0101     | G02592       | 177084088901 |
| SOUTH MARSH IS 149 #C002      | SM149C0200     | G02592       | 177084089100 |
| SOUTH MARSH IS 149 #C004      | SM149C0400     | G02592       | 177084090300 |
| SOUTH MARSH IS 149 #C005      | SM149C0500     | G02592       | 177084090400 |
| SOUTH MARSH IS 149 #D001      | SM149D0101     | G02592       | 177084094401 |
| SOUTH MARSH IS 150 #C006 BP2  | SM150C0600     | G16325       | 177084091802 |
| SOUTH MARSH IS 150 #D002      | SM150D0200     | G16325       | 177084095700 |
| SOUTH MARSH IS 150 #D003      | SM150D0301     | G16325       | 177084096401 |
| SOUTH MARSH IS 161 #A014 ORRI | SM161A1400     | G04809       | 177084061401 |

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| SOUTH MARSH IS 161 #A015 ORRI  | SM161A1500     | G04809       | 177084090501 |
| SOUTH MARSH IS 236 #139 (ORRI) | SM23613900     | 00310        | 177074053802 |
| SOUTH MARSH IS 236 #144 ORRI   | SM23614400     | 00310        | 177074058600 |
| SOUTH MARSH IS 236 #160 (ORRI) | SM23616000     | 00310        | 177074058700 |
| SOUTH MARSH IS 236 #A001 ORRI  | SM236A0100     | 00310        | 177074037700 |
| SOUTH MARSH IS 236 #A003 ORRI  | SM236A0300     | 00310        | 177074040800 |
| SOUTH MARSH IS 236 #A005 ORRI  | SM236A0500     | 00310        | 177074041100 |
| SOUTH MARSH IS 236 #A009 ORRI  | SM236A0900     | 00310        | 177074044000 |
| SOUTH MARSH IS 240 #0200       | SM24020000     | 00310        | 177074078800 |
| SOUTH MARSH IS 240 #153        | SM240153       | 00310        | 177074061100 |
| SOUTH MARSH IS 240 #156        | SM24015600     | 00310        | 177074061800 |
| SOUTH MARSH IS 240 #191        | SM24019101     | 00310        | 177074073600 |
| SOUTH MARSH IS 240 #196        | SM24019600     | 00310        | 177074075800 |
| SOUTH MARSH IS 240 #E001       | SM240E0100     | 00310        | 177074060900 |
| SOUTH MARSH IS 240 #E002       | SM240E0200     | 00310        | 177074065600 |
| SOUTH MARSH IS 241 #302        | SM241302       | 00310        | 177074042001 |
| SOUTH MARSH IS 268 #A002C      | SM268A02C0     | G02310       | 177074007600 |
| SOUTH MARSH IS 268 #A007A      | SM268A07A0     | G02310       | 177074013600 |
| SOUTH MARSH IS 268 #A017B      | SM268A17B0     | G02310       | 177074016800 |
| SOUTH MARSH IS 268 #D001       | SM268D0100     | G02310       | 177074020600 |
| SOUTH MARSH IS 268 #D003D      | SM268D03D0     | G02310       | 177074021600 |
| SOUTH MARSH IS 268 #D004       | SM268D0400     | G02310       | 177074022500 |
| SOUTH MARSH IS 268 #D006       | SM268D0600     | G02310       | 177074024700 |
| SOUTH MARSH IS 268 #D007       | SM268D0700     | G02310       | 177074025700 |
| SOUTH MARSH IS 268 #D012       | SM268D1200     | G02310       | 177074028700 |
| SOUTH MARSH IS 268 #D016D      | SM268D16D1     | G02310       | 177074029901 |
| SOUTH MARSH IS 269 #A021B      | SM269A21B0     | G02311       | 177074018100 |
| SOUTH MARSH IS 269 #B002       | SM269B0200     | G02311       | 177074008100 |
| SOUTH MARSH IS 269 #B017 ST1   | SM269B1701     | G02311       | 177074075701 |
| SOUTH MARSH IS 269 #B019 BP1   | SM269B1901     | G02311       | 177074088501 |
| SOUTH MARSH IS 269 #F001 ST1   | SM269F0101     | G02311       | 177074080401 |
| SOUTH MARSH IS 280 #G001       | SM280G0100     | G14456       | 177074071400 |
| SOUTH MARSH IS 280 #G002       | SM280G0200     | G14456       | 177074080700 |
| SOUTH MARSH IS 280 #H001 ST1   | SM280H0102     | G14456       | 177074081802 |
| SOUTH MARSH IS 280 #H002 STB   | SM280H0203     | G14456       | 177074082303 |
| SOUTH MARSH IS 281 #C001       | SM281C0100     | G02600       | 177074012500 |
| SOUTH MARSH IS 281 #C003A      | SM281C03A0     | G02600       | 177074013900 |
| SOUTH MARSH IS 281 #C005A      | SM281C05A0     | G02600       | 177074015300 |
| SOUTH MARSH IS 281 #C006       | SM281C0600     | G02600       | 177074015800 |
| SOUTH MARSH IS 281 #C008 ST1   | SM281C0801     | G02600       | 177074017701 |
| SOUTH MARSH IS 281 #C010 ST    | SM281C1001     | G02600       | 177074020701 |
| SOUTH MARSH IS 281 #C011 ST1   | SM281C1101     | G02600       | 177074022401 |
| SOUTH MARSH IS 281 #C012A      | SM281C12A0     | G02600       | 177074024100 |
| SOUTH MARSH IS 281 #C014 ST    | SM281C1401     | G02600       | 177074026901 |
| SOUTH MARSH IS 281 #C015       | SM281C1500     | G02600       | 177074028300 |
| SOUTH MARSH IS 281 #C016C      | SM281C16C0     | G02600       | 177074029600 |



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| SOUTH MARSH IS 281 #C017     | SM281C1700     | G02600       | 177074030500 |
| SOUTH MARSH IS 281 #C019B    | SM281C19B0     | G02600       | 177074034400 |
| SOUTH MARSH IS 281 #C020 ST1 | SM281C2001     | G02600       | 177074034901 |
| SOUTH MARSH IS 281 #C021B    | SM281C21B0     | G02600       | 177074035500 |
| SOUTH MARSH IS 281 #C023 ST2 | SM281C2302     | G02600       | 177074036802 |
| SOUTH MARSH IS 281 #C024     | SM281C2400     | G02600       | 177074037300 |
| SOUTH MARSH IS 281 #C025     | SM281C2500     | G02600       | 177074083500 |
| SOUTH MARSH IS 281 #C026     | SM281C2600     | G02600       | 177074083700 |
| SOUTH MARSH IS 281 #C027     | SM281C2700     | G02600       | 177074085200 |
| SOUTH MARSH IS 281 #C028 BP2 | SM281C2802     | G02600       | 177074089402 |
| SOUTH MARSH IS 281 #D002     | SM281D0200     | G02600       | 177074021100 |
| SOUTH MARSH IS 281 #D009     | SM281D0900     | G02600       | 177074027100 |
| SOUTH MARSH IS 281 #D010A    | SM281D10A0     | G02600       | 177074027500 |
| SOUTH MARSH IS 281 #D011     | SM281D1100     | G02600       | 177074028000 |
| SOUTH MARSH IS 281 #D013     | SM281D1300     | G02600       | 177074029100 |
| SOUTH MARSH IS 281 #D014A    | SM281D14A0     | G02600       | 177074029700 |
| SOUTH MARSH IS 281 #D05A     | SM281D05A0     | G02600       | 177074023200 |
| SOUTH MARSH IS 281 #D08A     | SM281D08A0     | G02600       | 177074026600 |
| SOUTH MARSH IS 281 #E001D    | SM281E01D0     | G02600       | 177074018500 |
| SOUTH MARSH IS 281 #E002A    | SM281E02A0     | G02600       | 177074024600 |
| SOUTH MARSH IS 281 #E003     | SM281E0300     | G02600       | 177074027800 |
| SOUTH MARSH IS 281 #E004     | SM281E0400     | G02600       | 177074028500 |
| SOUTH MARSH IS 281 #E005A    | SM281E05A0     | G02600       | 177074029300 |
| SOUTH MARSH IS 281 #E006     | SM281E0601     | G02600       | 177074030101 |
| SOUTH MARSH IS 281 #E007     | SM281E0700     | G02600       | 177074031600 |
| SOUTH MARSH IS 281 #E008A    | SM281E08A1     | G02600       | 177074033101 |
| SOUTH MARSH IS 281 #E009A    | SM281E09A0     | G02600       | 177074033800 |
| SOUTH MARSH IS 281 #E010A    | SM281E10A0     | G02600       | 177074034800 |
| SOUTH MARSH IS 281 #E011 ST  | SM281E1101     | G02600       | 177074035601 |
| SOUTH MARSH IS 281 #E012     | SM281E1200     | G02600       | 177074036000 |
| SOUTH MARSH IS 281 #E013     | SM281E1300     | G02600       | 177074036600 |
| SOUTH MARSH IS 281 #E014     | SM281E1400     | G02600       | 177074038600 |
| SOUTH MARSH IS 281 #I001     | SM281I0101     | G02600       | 177074082601 |
| SOUTH MARSH IS 281 #I002 ST1 | SM281I0201     | G02600       | 177074082701 |
| SOUTH MARSH IS 281 #I003     | SM281I0300     | G02600       | 177074082800 |
| SOUTH MARSH IS 48 # E 6      | SM048E06       | 00786        | 177074066702 |
| SOUTH PASS 061 #D004 ST2     | SP061D0402     | G01609       | 177234006302 |
| SOUTH PASS 061 #D023         | SP061D2300     | G01609       | 177234008200 |
| SOUTH PASS 061 #D024 ST1     | SP061D2401     | G01609       | 177234007701 |
| SOUTH PASS 061 #D025         | SP061D2500     | G01609       | 177234008300 |
| SOUTH PASS 061 #D026         | SP061D2600     | G01609       | 177234008400 |
| SOUTH PASS 061 #D033 ST2     | SP061D3302     | G01609       | 177234008702 |
| SOUTH PASS 061 #D034 ST1     | SP061D3401     | G01609       | 177234009001 |
| SOUTH PASS 061 #D035 ST2     | SP061D3502     | G01609       | 177234009102 |
| SOUTH PASS 061 #D036 ST1     | SP061D3601     | G01609       | 177234009201 |
| SOUTH PASS 061 #D038         | SP061D38       | G01609       | 177234009702 |

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| SOUTH PASS 061 #D039 ST1 | SP061D3901     | G01609       | 177234009801 |
| SOUTH PASS 061 #D040 ST2 | SP061D4002     | G01609       | 177234009502 |
| SOUTH PASS 061 #D043 ST2 | SP061D4302     | G01609       | 177234009602 |
| SOUTH PASS 062 #C001     | SP062C0101     | G01294       | 177230007901 |
| SOUTH PASS 062 #C004     | SP062C0401     | G01294       | 177232000101 |
| SOUTH PASS 062 #C005     | SP062C0500     | G01294       | 177230008600 |
| SOUTH PASS 062 #C006     | SP062C0601     | G01294       | 177232000301 |
| SOUTH PASS 062 #C007 ST3 | SP062C0703     | G01294       | 177234000803 |
| SOUTH PASS 062 #C009     | SP062C0900     | G01294       | 177232000800 |
| SOUTH PASS 062 #C011 ST1 | SP062C1101     | G01294       | 177232001501 |
| SOUTH PASS 062 #C013B    | SP062C13B0     | G01294       | 177232002100 |
| SOUTH PASS 062 #C016     | SP062C1600     | G01294       | 177232003000 |
| SOUTH PASS 062 #C017     | SP062C1702     | G01294       | 177232003102 |
| SOUTH PASS 062 #C018     | SP062C1800     | G01294       | 177232003200 |
| SOUTH PASS 062 #C021     | SP062C2105     | G01294       | 177230008005 |
| SOUTH PASS 062 #D001     | SP062D0100     | G01294       | 177234012300 |
| SOUTH PASS 062 #D002     | SP062D0200     | G01294       | 177234011900 |
| SOUTH PASS 062 #D003     | SP062D0300     | G01294       | 177234012000 |
| SOUTH PASS 062 #D004     | SP062D0401     | G01294       | 177234012901 |
| SOUTH PASS 062 #D005     | SP062D0500     | G01294       | 177234012100 |
| SOUTH PASS 062 #D007     | SP062D0700     | G01294       | 177234012200 |
| SOUTH PASS 062 #D008     | SP062D0800     | G01294       | 177234012500 |
| SOUTH PASS 062 #D009     | SP062D0900     | G01294       | 177234013000 |
| SOUTH PASS 062 #D010 ST1 | SP062D1001     | G01294       | 177234012801 |
| SOUTH PASS 062 #D012     | SP062D1200     | G01294       | 177234013200 |
| SOUTH PASS 062 #D014     | SP062D1400     | G01294       | 177234014100 |
| SOUTH PASS 062 #D019     | SP062D1900     | G01294       | 177234012400 |
| SOUTH PASS 062 #D020 ST1 | SP062D2001     | G01294       | 177234014001 |
| SOUTH PASS 062 #D021     | SP062D2100     | G01294       | 177234013700 |
| SOUTH PASS 062 #D022     | SP062D2201     | G01294       | 177234013801 |
| SOUTH PASS 062 #D023     | SP062D2300     | G01294       | 177234014300 |
| SOUTH PASS 062 #D027     | SP062D2700     | G01294       | 177234014500 |
| SOUTH PASS 062 #D028     | SP062D2800     | G01294       | 177234014601 |
| SOUTH PASS 062 #D029     | SP062D2900     | G01294       | 177234014900 |
| SOUTH PASS 062 #D030     | SP062D3000     | G01294       | 177234014700 |
| SOUTH PASS 062 #D031     | SP062D3100     | G01294       | 177234014800 |
| SOUTH PASS 062 #D032     | SP062D3201     | G01294       | 177234015001 |
| SOUTH PASS 062 #D033     | SP062D3300     | G01294       | 177234016300 |
| SOUTH PASS 062 #D034A    | SP062D34A0     | G01294       | 177234016600 |
| SOUTH PASS 062 #D035     | SP062D3500     | G01294       | 177234016900 |
| SOUTH PASS 062 #D036     | SP062D3600     | G01294       | 177234016400 |
| SOUTH PASS 064 #A003A    | SP064A0300     | G01901       | 177232001700 |
| SOUTH PASS 064 #A013 ST1 | SP064A1300     | G01901       | 177232004800 |
| SOUTH PASS 064 #B014 ST  | SP064B1401     | G01901       | 177254002601 |
| SOUTH PASS 064 #B021     | SP064B2100     | G01901       | 177254003300 |
| SOUTH PASS 064 #B023     | SP064B2300     | G01901       | 177254003600 |

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| SOUTH PASS 064 #B034     | SP064B3400     | G01901       | 177254005100 |
| SOUTH PASS 064 #C001     | SP064C0100     | G01901       | 177254039900 |
| SOUTH PASS 065 #A001     | SP065A0101     | G01610       | 177232001001 |
| SOUTH PASS 065 #A009     | SP065A0900     | G01610       | 177232004400 |
| SOUTH PASS 065 #A012     | SP065A1200     | G01610       | 177232004700 |
| SOUTH PASS 065 #A016A    | SP065A1600     | G01610       | 177232005100 |
| SOUTH PASS 065 #A018     | SP065A1800     | G01610       | 177232005600 |
| SOUTH PASS 065 #A024     | SP065A2400     | G01610       | 177232006700 |
| SOUTH PASS 065 #A027     | SP065A2700     | G01610       | 177232007100 |
| SOUTH PASS 065 #A028     | SP065A2800     | G01610       | 177232007200 |
| SOUTH PASS 065 #A029     | SP065A2900     | G01610       | 177232007400 |
| SOUTH PASS 065 #A030 ST  | SP065A3001     | G01610       | 177232007501 |
| SOUTH PASS 065 #A034     | SP065A3400     | G01610       | 177232007900 |
| SOUTH PASS 065 #A036 ST  | SP065A3602     | G01610       | 177232007802 |
| SOUTH PASS 065 #B011     | SP065B1100     | G01610       | 177254001900 |
| SOUTH PASS 065 #B019     | SP065B1900     | G01610       | 177254003000 |
| SOUTH PASS 065 #B033 ST2 | SP065B3302     | G01610       | 177254005002 |
| SOUTH PASS 065 #C003     | SP065C0300     | G01610       | 177254040900 |
| SOUTH PASS 065 #C010     | SP065C1000     | G01610       | 177254042800 |
| SOUTH PASS 065 #C022     | SP065C2200     | G01610       | 177254045800 |
| SOUTH PASS 065 #C023     | SP065C2300     | G01610       | 177254046700 |
| SOUTH PASS 070 #C001     | SP070C0100     | G01614       | 177234001200 |
| SOUTH PASS 070 #C002     | SP070C0200     | G01614       | 177234001400 |
| SOUTH PASS 070 #C003     | SP070C0300     | G01614       | 177234001500 |
| SOUTH PASS 070 #C004     | SP070C0400     | G01614       | 177234001600 |
| SOUTH PASS 070 #C006     | SP070C0600     | G01614       | 177234001800 |
| SOUTH PASS 070 #C009     | SP070C0900     | G01614       | 177234002000 |
| SOUTH PASS 070 #C010     | SP070C1000     | G01614       | 177234002200 |
| SOUTH PASS 070 #C011     | SP070C1100     | G01614       | 177234002300 |
| SOUTH PASS 070 #C014     | SP070C1400     | G01614       | 177234002500 |
| SOUTH PASS 070 #C015     | SP070C1500     | G01614       | 177234002600 |
| SOUTH PASS 070 #C017     | SP070C1700     | G01614       | 177234002800 |
| SOUTH PASS 070 #C018     | SP070C1800     | G01614       | 177234002900 |
| SOUTH PASS 070 #C019     | SP070C1900     | G01614       | 177234003000 |
| SOUTH PASS 070 #C021     | SP070C2100     | G01614       | 177234003200 |
| SOUTH PASS 070 #C022     | SP070C2200     | G01614       | 177234003300 |
| SOUTH PASS 070 #C024     | SP070C2400     | G01614       | 177234003500 |
| SOUTH PASS 070 #C025     | SP070C2500     | G01614       | 177234003700 |
| SOUTH PASS 070 #C026     | SP070C2600     | G01614       | 177234003800 |
| SOUTH PASS 070 #C028     | SP070C2800     | G01614       | 177234004000 |
| SOUTH PASS 070 #C029 ST2 | SP070C2902     | G01614       | 177234004402 |
| SOUTH PASS 070 #C031     | SP070C3100     | G01614       | 177234004500 |
| SOUTH PASS 070 #C032     | SP070C3200     | G01614       | 177234004600 |
| SOUTH PASS 070 #C034     | SP070C3400     | G01614       | 177234004700 |
| SOUTH PASS 070 #C038     | SP070C3800     | G01614       | 177234005100 |
| SOUTH PASS 070 #C039 ST1 | SP070C3901     | G01614       | 177234004901 |

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| SOUTH PASS 070 #C041     | SP070C4100     | G01614       | 177234005400 |
| SOUTH PASS 070 #C042     | SP070C4200     | G01614       | 177234005500 |
| SOUTH PASS 070 #C045     | SP070C4500     | G01614       | 177234005700 |
| SOUTH PASS 070 #C046 ST3 | SP070C4603     | G01614       | 177234005003 |
| SOUTH PASS 070 #C047     | SP070C4700     | G01614       | 177234005800 |
| SOUTH PASS 070 #C048     | SP070C4800     | G01614       | 177234005900 |
| SOUTH PASS 070 #D001     | SP070D0100     | G01614       | 177234006000 |
| SOUTH PASS 070 #D002     | SP070D0200     | G01614       | 177234006100 |
| SOUTH PASS 070 #D003     | SP070D0300     | G01614       | 177234006200 |
| SOUTH PASS 070 #D005     | SP070D0500     | G01614       | 177234006400 |
| SOUTH PASS 070 #D006 ST1 | SP070D0600     | G01614       | 177234006501 |
| SOUTH PASS 070 #D007     | SP070D0700     | G01614       | 177234006600 |
| SOUTH PASS 070 #D008     | SP070D0800     | G01614       | 177234006700 |
| SOUTH PASS 070 #D012     | SP070D1200     | G01614       | 177234007100 |
| SOUTH PASS 070 #D013     | SP070D130      | G01614       | 177234007200 |
| SOUTH PASS 070 #D014     | SP070D1400     | G01614       | 177234007300 |
| SOUTH PASS 070 #D015 ST1 | SP070D1501     | G01614       | 177234007401 |
| SOUTH PASS 070 #D016     | SP070D1600     | G01614       | 177234007500 |
| SOUTH PASS 070 #D018     | SP070D1800     | G01614       | 177234007600 |
| SOUTH PASS 070 #D020     | SP070D2000     | G01614       | 177234007800 |
| SOUTH PASS 070 #D021     | SP070D2100     | G01614       | 177234007900 |
| SOUTH PASS 070 #D027     | SP070D2700     | G01614       | 177234008500 |
| SOUTH PASS 070 #D028     | SP070D2800     | G01614       | 177234008600 |
| SOUTH PASS 070 #D030     | SP070D3000     | G01614       | 177234008800 |
| SOUTH PASS 070 #D037     | SP070D3700     | G01614       | 177234009300 |
| SOUTH PASS 070 #D042 ST1 | SP070D4201     | G01614       | 177234009901 |
| SOUTH PASS 070 #D044 ST1 | SP070D4401     | G01614       | 177234016201 |
| SOUTH PASS 087 #006      | SP08700602     | G07799       | 177224023102 |
| SOUTH PASS 087 #D002 ST  | SP087D0201     | G07799       | 177224021001 |
| SOUTH PASS 087 #D003     | SP087D0202     | G07799       | 177224021202 |
| SOUTH PASS 087 #D008     | SP087D0800     | G07799       | 177224020803 |
| SOUTH PASS 087 #D009     | SP087D0900     | G07799       | 177224022600 |
| SOUTH PASS 087 #D011     | SP087D1101     | G07799       | 177224022801 |
| SOUTH PASS 087 #D07A     | SP087D0700     | G07799       | 177224020900 |
| SOUTH PASS 088 #D005 ST  | SP088D0501     | G10894       | 177224021901 |
| SOUTH PASS 088 #D006     | SP088D0601     | G10894       | 177224022201 |
| SOUTH PASS 088 #D010     | SP088D1001     | G10894       | 177224022701 |
| SOUTH PASS 089 #013      | SP08901300     | G01618       | 177224015100 |
| SOUTH PASS 089 #014      | SP08901400     | G01618       | 177224017500 |
| SOUTH PASS 089 #B001A    | SP089B01A0     | G01618       | 177224005300 |
| SOUTH PASS 089 #B002A    | SP089B02A0     | G01618       | 177224005700 |
| SOUTH PASS 089 #B003     | SP089B0300     | G01618       | 177224006400 |
| SOUTH PASS 089 #B004A    | SP089B04A0     | G01618       | 177224006800 |
| SOUTH PASS 089 #B005     | SP089B0500     | G01618       | 177224008400 |
| SOUTH PASS 089 #B006D    | SP089B06D0     | G01618       | 177224009500 |
| SOUTH PASS 089 #B007     | SP089B0700     | G01618       | 177224008501 |

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| SOUTH PASS 089 #B008 ST1  | SP089B0801     | G01618       | 177224009901 |
| SOUTH PASS 089 #B009 ST1  | SP089B0901     | G01618       | 177224008601 |
| SOUTH PASS 089 #B010      | SP089B1000     | G01618       | 177224010900 |
| SOUTH PASS 089 #B011 ST   | SP089B1101     | G01618       | 177224010403 |
| SOUTH PASS 089 #B012      | SP089B1200     | G01618       | 177224011200 |
| SOUTH PASS 089 #B013      | SP089B1300     | G01618       | 177224011704 |
| SOUTH PASS 089 #B014      | SP089B1400     | G01618       | 177224011601 |
| SOUTH PASS 089 #B015 ST3  | SP089B1503     | G01618       | 177224012703 |
| SOUTH PASS 089 #B016 ST2  | SP089B1602     | G01618       | 177224014702 |
| SOUTH PASS 089 #B017 ST   | SP089B1701     | G01618       | 177224015901 |
| SOUTH PASS 089 #B018 ST2  | SP089B1802     | G01618       | 177224017602 |
| SOUTH PASS 089 #B019 ST   | SP089B1901     | G01618       | 177224017901 |
| SOUTH PASS 089 #B020 ST3  | SP089B2003     | G01618       | 177224016203 |
| SOUTH PASS 089 #B022      | SP089B2200     | G01618       | 177224017800 |
| SOUTH PELTO 001 #A002 ST1 | PL001A0201     | G04234       | 177134009201 |
| SOUTH PELTO 001 #A004     | PL001A0400     | G04234       | 177134015600 |
| SOUTH PELTO 001 #A005     | PL001A0500     | G04234       | 177134009800 |
| SOUTH PELTO 001 #A006     | PL001A0600     | G04234       | 177134016100 |
| SOUTH PELTO 009 #001      | PL00900100     | G02924       | 177134001300 |
| SOUTH PELTO 009 #002      | PL00900200     | G02924       | 177134002300 |
| SOUTH PELTO 009 #005      | PL00900500     | G02924       | 177134018700 |
| SOUTH PELTO 009 #006      | PL00900600     | G02924       | 177134006100 |
| SOUTH PELTO 009 #007      | PL00900700     | G02924       | 177134007800 |
| SOUTH PELTO 009 #010      | PL00901000     | G02924       | 177134025300 |
| SOUTH PELTO 010 #002      | PL01000200     | G02925       | 177134001000 |
| SOUTH PELTO 010 #003      | PL01000300     | G02925       | 177134001400 |
| SOUTH PELTO 010 #004      | PL01000400     | G02925       | 177134001600 |
| SOUTH PELTO 010 #005      | PL01000500     | G02917       | 177114098000 |
| SOUTH PELTO 010 #006 ST1  | PL01000601     | G02925       | 177134002101 |
| SOUTH PELTO 010 #007      | PL01000700     | G02925       | 177134002200 |
| SOUTH PELTO 010 #009 ST3  | PL01000903     | G02925       | 177134003303 |
| SOUTH PELTO 010 #010      | PL01001000     | G02925       | 177134007200 |
| SOUTH PELTO 010 #011 ST2  | PL01001102     | G02925       | 177134005102 |
| SOUTH PELTO 010 #012 ST5  | PL01001205     | G02925       | 177134006705 |
| SOUTH PELTO 010 #013 ST1  | PL01001301     | G02925       | 177134007402 |
| SOUTH PELTO 010 #014      | PL01001400     | G02925       | 177134009400 |
| SOUTH PELTO 010 #016 ST2  | PL01001602     | G02925       | 177134011802 |
| SOUTH PELTO 010 #017 ST1  | PL01001701     | G02925       | 177134012301 |
| SOUTH PELTO 010 #019 ST1  | PL01001901     | G02925       | 177134010601 |
| SOUTH PELTO 010 #020      | PL01002000     | G02925       | 177134015800 |
| SOUTH PELTO 010 #022 ST1  | PL01002201     | G02925       | 177134018201 |
| SOUTH PELTO 010 #023 ST1  | PL01002301     | G02925       | 177134016601 |
| SOUTH PELTO 010 #026      | PL01002600     | G02925       | 177134018000 |
| SOUTH PELTO 010 #B025     | PL010B2501     | G02925       | 177134018301 |
| SOUTH PELTO 011 #017      | PL01101700     | 00071        | 177134003102 |
| SOUTH PELTO 011 #019 ST1  | PL01101901     | 00071        | 177134004501 |

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| SOUTH PELTO 011 #022          | PL01102200     | 00071        | 177134012000 |
| SOUTH PELTO 011 #025          | PL01102500     | 00071        | 177134018900 |
| SOUTH PELTO 011 #031          | PL01103100     | 00071        | 177134022701 |
| SOUTH PELTO 011 #032          | PL01103200     | 00071        | 177134022600 |
| SOUTH PELTO 011 #F001         | PL011F0100     | 00071        | 177130000300 |
| SOUTH PELTO 011 #F002         | PL011F0200     | 00071        | 177134000500 |
| SOUTH PELTO 011 #F003 ST      | PL011F0300     | 00071        | 177134001700 |
| SOUTH PELTO 013 #009          | PL01300900     | G03171       | 177134019701 |
| SOUTH PELTO 025 #005 (ORRI)   | PL02500502     | G14535       | 177134024303 |
| SOUTH PELTO 025 #006 (ORRI)   | PL02500600     | G14535       | 177134025003 |
| SOUTH PELTO 025 #JA001        | PL025JA01      | G14535       | 177134019800 |
| SOUTH PELTO 025 #JB001 (ORRI) | PL025JB012     | G14535       | 177134020302 |
| SOUTH TIMBALIER 049 #A001 ST2 | ST049A0102     | G24956       | 177154123902 |
| SOUTH TIMBALIER 053 #004      | ST05300401     | G04000       | 177154043101 |
| SOUTH TIMBALIER 053 #006      | ST05300601     | G04000       | 177154083500 |
| SOUTH TIMBALIER 053 #A001     | ST053A0101     | G04000       | 177154034402 |
| SOUTH TIMBALIER 053 #A002     | ST053A0201     | G04000       | 177154037601 |
| SOUTH TIMBALIER 053 #A003     | ST053A0301     | G04000       | 177154038401 |
| SOUTH TIMBALIER 053 #A004     | ST053A0400     | G04000       | 177154038500 |
| SOUTH TIMBALIER 053 #A006     | ST053A0601     | G04000       | 177154039201 |
| SOUTH TIMBALIER 053 #A007     | ST053A0700     | G04000       | 177154040400 |
| SOUTH TIMBALIER 053 #A008     | ST053A0800     | G04000       | 177154040500 |
| SOUTH TIMBALIER 053 #A009     | ST053A0900     | G04000       | 177154041500 |
| SOUTH TIMBALIER 053 #A010     | ST053A1001     | G04000       | 177154043501 |
| SOUTH TIMBALIER 053 #A011     | ST053A1100     | G04000       | 177154042400 |
| SOUTH TIMBALIER 053 #A012     | ST053A1201     | G04000       | 177154042301 |
| SOUTH TIMBALIER 053 #A013     | ST053A1300     | G04000       | 177154044000 |
| SOUTH TIMBALIER 053 #A014     | ST053A1400     | G04000       | 177154042900 |
| SOUTH TIMBALIER 053 #A015     | ST053A1501     | G04000       | 177154076901 |
| SOUTH TIMBALIER 053 #A016     | ST053A1601     | G04000       | 177154043601 |
| SOUTH TIMBALIER 053 #A017     | ST053A1701     | G04000       | 177154061101 |
| SOUTH TIMBALIER 053 #A018     | ST053A1801     | G04000       | 177154061201 |
| SOUTH TIMBALIER 053 #A019     | ST053A1900     | G04000       | 177154077200 |
| SOUTH TIMBALIER 053 #A020     | ST053A2001     | G04000       | 177154077101 |
| SOUTH TIMBALIER 053 #A021     | ST053A2100     | G04000       | 177154111000 |
| SOUTH TIMBALIER 053 #C001     | ST053C0100     | G04000       | 177154067200 |
| SOUTH TIMBALIER 053 #C002     | ST053C0200     | G04000       | 177154107300 |
| SOUTH TIMBALIER 053 #I001     | ST053I0100     | G04000       | 177154031200 |
| SOUTH TIMBALIER 067 #006      | ST06700602     | 00020        | 177154078404 |
| SOUTH TIMBALIER 148 #A001     | ST148A0100     | G01960       | 177154009400 |
| SOUTH TIMBALIER 148 #A002     | ST148A0200     | G01960       | 177154013200 |
| SOUTH TIMBALIER 148 #A003     | ST148A0300     | G01960       | 177154015800 |
| SOUTH TIMBALIER 148 #A004     | ST148A04       | G01960       | 177154039700 |
| SOUTH TIMBALIER 148 #A005     | ST148A05       | G01960       | 177154041100 |
| SOUTH TIMBALIER 148 #A006     | ST148A0600     | G01960       | 177154074603 |
| SOUTH TIMBALIER 148 #A007     | ST148A0700     | G01960       | 1771540890   |



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| SOUTH TIMBALIER 148 #A008      | ST148A0801     | G01960       | 177154090501 |
| SOUTH TIMBALIER 148 #A009      | ST148A0903     | G01960       | 177154095103 |
| SOUTH TIMBALIER 205 #B001 ST1  | ST205B0101     | G05612       | 177154059001 |
| SOUTH TIMBALIER 205 #B002A ST1 | ST205B02A1     | G05612       | 177154062901 |
| SOUTH TIMBALIER 205 #B004 ST1  | ST205B0401     | G05612       | 177154081601 |
| SOUTH TIMBALIER 205 #B005A     | ST205B05A0     | G05612       | 177154103300 |
| SOUTH TIMBALIER 205 #G001 ST1  | ST205G0101     | G05612       | 177154106701 |
| SOUTH TIMBALIER 205 #G003 ST1  | ST205G0301     | G05612       | 177154115301 |
| SOUTH TIMBALIER 206 #A001 ST1  | ST206A0101     | G05613       | 177154057801 |
| SOUTH TIMBALIER 206 #A002 ST1  | ST206A0201     | G05613       | 177154060101 |
| SOUTH TIMBALIER 206 #A003      | ST206A0300     | G05613       | 177154061000 |
| SOUTH TIMBALIER 206 #A004A     | ST206A04A0     | G05613       | 177154074300 |
| SOUTH TIMBALIER 206 #A006      | ST206A0600     | G05613       | 177154075100 |
| SOUTH TIMBALIER 206 #A007      | ST206A0700     | G05613       | 177154075200 |
| SOUTH TIMBALIER 206 #A008      | ST206A0800     | G05613       | 177154075300 |
| SOUTH TIMBALIER 206 #A009      | ST206A0900     | G05613       | 177154075400 |
| SOUTH TIMBALIER 206 #A010ST2BP | ST206A1002     | G05613       | 177154075702 |
| SOUTH TIMBALIER 206 #B003 ST1  | ST206B0301     | G05613       | 177154074001 |
| SOUTH TIMBALIER 206 #B006      | ST206B0600     | G05613       | 177154103000 |
| SOUTH TIMBALIER 276 #A010 ST1  | ST276A1001     | G07780       | 177164013301 |
| SOUTH TIMBALIER 276 #A019      | ST276A1900     | G07780       | 177164014500 |
| SOUTH TIMBALIER 276 #A029      | ST276A2900     | G07780       | 177164022300 |
| SOUTH TIMBALIER 290 #A025      | -              | G16454       | 608104014901 |
| SOUTH TIMBALIER 291 #A023      | ST291A2300     | G16455       | 608104014700 |
| SOUTH TIMBALIER 295 #A001      | ST295A0102     | G05646       | 177164010302 |
| SOUTH TIMBALIER 295 #A002      | ST295A0200     | G05646       | 177164005500 |
| SOUTH TIMBALIER 295 #A003      | ST295A0300     | G05646       | 177164010400 |
| SOUTH TIMBALIER 295 #A004      | ST295A0400     | G05646       | 177164011300 |
| SOUTH TIMBALIER 295 #A005      | ST295A0500     | G05646       | 177164011600 |
| SOUTH TIMBALIER 295 #A006      | ST295A0600     | G05646       | 177164011800 |
| SOUTH TIMBALIER 295 #A007      | ST295A0700     | G05646       | 177164012000 |
| SOUTH TIMBALIER 295 #A008      | ST295A0800     | G05646       | 177164012200 |
| SOUTH TIMBALIER 295 #A009      | ST295A0900     | G05646       | 177164012300 |
| SOUTH TIMBALIER 295 #A011      | ST295A1100     | G05646       | 177164012700 |
| SOUTH TIMBALIER 295 #A012      | ST295A1200     | G05646       | 177164012400 |
| SOUTH TIMBALIER 295 #A013 ST1  | ST295A1301     | G05646       | 177164012901 |
| SOUTH TIMBALIER 295 #A014      | ST295A1400     | G05646       | 177164013400 |
| SOUTH TIMBALIER 295 #A015      | ST295A1500     | G05646       | 177164013700 |
| SOUTH TIMBALIER 295 #A016 ST1  | ST295A1601     | G05646       | 177164013901 |
| SOUTH TIMBALIER 295 #A017      | ST295A1700     | G05646       | 177164014000 |
| SOUTH TIMBALIER 295 #A018      | ST295A1800     | G05646       | 177164014400 |
| SOUTH TIMBALIER 295 #A020      | ST295A2000     | G05646       | 177164014700 |
| SOUTH TIMBALIER 295 #A021 ST2  | ST295A2102     | G05646       | 177164014902 |
| SOUTH TIMBALIER 295 #A022 ST3  | ST295A2203     | G05646       | 177164017703 |
| SOUTH TIMBALIER 295 #A023      | ST295A2300     | G05646       | 177164018000 |
| SOUTH TIMBALIER 295 #A024      | ST295A2400     | G05646       | 177164018300 |

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| SOUTH TIMBALIER 295 #A025D    | ST295A25D0     | G05646       | 177164018100 |
| SOUTH TIMBALIER 295 #A026     | ST295A2600     | G05646       | 177164018400 |
| SOUTH TIMBALIER 295 #A027     | ST295A2700     | G05646       | 177164018500 |
| SOUTH TIMBALIER 295 #A030     | ST295A3000     | G05646       | 177164022600 |
| SOUTH TIMBALIER 295 #A031     | ST295A3100     | G05646       | 177164026100 |
| SOUTH TIMBALIER 295 #A032     | ST295A3200     | G05646       | 177164027800 |
| SOUTH TIMBALIER 295 #B001     | ST295B0100     | G05646       | 177164028900 |
| SOUTH TIMBALIER 295 #B002 ST1 | ST295B0201     | G05646       | 177164029301 |
| SOUTH TIMBALIER 295 #B003     | ST295B0302     | G05646       | 177164029202 |
| SOUTH TIMBALIER 295 #B004 ST1 | ST295B0401     | G05646       | 177164029101 |
| SOUTH TIMBALIER 295 #B005     | ST295B0500     | G05646       | 177164030000 |
| SOUTH TIMBALIER 295 #B006 ST3 | ST295B0603     | G05646       | 177164030403 |
| SOUTH TIMBALIER 296 #001      | ST29600100     | G12981       | 177164020900 |
| SOUTH TIMBALIER 296 #A028     | ST296A2800     | G12981       | 177164021700 |
| SOUTH TIMBALIER 311 # A 1     | ST311A01       | G31418       | 177164035500 |
| SOUTH TIMBALIER 311 # A-4     | ST311A04       | G31418       | 177164036400 |
| SOUTH TIMBALIER 316 #A001     | ST316A0100     | G22762       | 177164028600 |
| SOUTH TIMBALIER 316 #A002     | ST316A0200     | G22762       | 177164028800 |
| SOUTH TIMBALIER 316 #A006     | ST316A0602     | G22762       | 177164035302 |
| SOUTH TIMBALIER 320 #A002     | ST320A02       | G24990       | 177164036200 |
| SOUTH TIMBALIER 320 #A003     | ST320A03       | G24990       | 177164036300 |
| SOUTH TIMBALIER 320 #A005 ST  | ST320A05       | G24990       | 608104010401 |
| TEAST CAMERON 278 #C010       | EC278C1001     | G00974       | 177044110001 |
| VERMILION 261 #A001           | VR261A0100     | G03328       | 177064029000 |
| VERMILION 261 #A002           | VR261A0200     | G03328       | 177064033000 |
| VERMILION 261 #A004           | VR261A0402     | G03328       | 177064032902 |
| VERMILION 261 #A005           | VR261A0500     | G03328       | 177064034600 |
| VERMILION 261 #A007           | VR261A0700     | G03328       | 177064035400 |
| VERMILION 261 #A008           | VR261A0800     | G03328       | 177064084900 |
| VERMILION 262 #A006           | VR262A06       | G34257       | 177064035201 |
| VERMILION 265 #A001 ST        | VR265A0101     | G01955       | 177064003101 |
| VERMILION 265 #A002 ST1       | VR265A0201     | G01955       | 177064004701 |
| VERMILION 265 #A003 ST1       | VR265A0301     | G01955       | 177064003201 |
| VERMILION 265 #A006           | VR265A0600     | G01955       | 177064005300 |
| VERMILION 265 #A007 ST1       | VR265A0701     | G01955       | 177064005501 |
| VERMILION 265 #A010           | VR265A1000     | G01955       | 177064006200 |
| VERMILION 265 #A014ST1        | VR265A1401     | G01955       | 177064029101 |
| VERMILION 265 #A016ST1        | VR265A1601     | G01955       | 177064029301 |
| VERMILION 265 #A017ST1        | VR265A1701     | G01955       | 177064033201 |
| VERMILION 265 #A021           | VR265A2100     | G01955       | 177064057100 |
| VERMILION 265 #A025           | VR265A2500     | G01955       | 177064057400 |
| VERMILION 265 #A027ST1        | VR265A2701     | G01955       | 177064058101 |
| VERMILION 271 #I003           | VR271I0300     | G04800       | 177064098100 |
| VERMILION 326 #A001           | VR326A0100     | G21096       | 177064085000 |
| VERMILION 369 #A014           | VR369A1400     | G02274       | 177064073400 |
| VERMILION 369 #D001           | VR369D01       | G02274       | 177064087000 |

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| VERMILION 380 #009            | VR38000900     | G02580       | 177064080100 |
| VERMILION 380 #A001 ST1       | VR380A0101     | G02580       | 177064044301 |
| VERMILION 380 #A003 ST1       | VR380A0301     | G02580       | 177064044901 |
| VERMILION 380 #A005           | VR380A0500     | G02580       | 177064046300 |
| VERMILION 380 #A006 ST2       | VR380A0602     | G02580       | 177064046402 |
| VERMILION 380 #A008 ST1       | VR380A0801     | G02580       | 177064046901 |
| VERMILION 380 #A010           | VR380A1000     | G02580       | 177064047600 |
| VERMILION 380 #A011           | VR380A1100     | G02580       | 177064048000 |
| VERMILION 380 #A012           | VR380A1200     | G02580       | 177064048700 |
| VERMILION 380 #A015 ST4       | VR380A1504     | G02580       | 177064049004 |
| VERMILION 380 #A016 ST2       | VR380A1602     | G02580       | 177064084702 |
| VERMILION 380 #A020 ST1       | VR380A2001     | G02580       | 177064095601 |
| VERMILION 381 #A017           | VR381A1700     | G16314       | 177064085500 |
| VERMILION 381 #A018 ST2       | VR381A1802     | G16314       | 177064085702 |
| VERMILION 381 #A021 ST1       | VR381A2101     | G16314       | 177064095801 |
| VIOUCA KNOLL 693 #001         | VK69300100     | G07898       | 608164015700 |
| VIOUCA KNOLL 693 #002         | VK69300200     | G07898       | 608164016000 |
| VIOUCA KNOLL 694 #001         | VK69400100     | G13055       | 608164016600 |
| VIOUCA KNOLL 694 #002         | VK69400200     | G13055       | 608164016700 |
| VIOUCA KNOLL 694 #003 ST1     | VK69400301     | G13055       | 608164036701 |
| VIOUCA KNOLL 694 #004         | VK69400400     | G13055       | 608164039700 |
| VIOUCA KNOLL 694 #A009        | VK694A0900     | G13055       | 177244073300 |
| VIOUCA KNOLL 824 #004         | VK82400402     | G15436       | 608164032902 |
| WEST CAMERON 033 #001         | WC03300100     | G15050       | 177004105100 |
| WEST CAMERON 033 #001 SL16473 | SL16473010     | 16473        | 177002024400 |
| WEST CAMERON 033 #002 SL16473 | SL16473020     | 16473        | 177002024500 |
| WEST CAMERON 033 #N001 (EC2)  | WC033N0100     | G15050       | 177004124000 |
| WEST CAMERON 033 #N002 (EC2)  | WC033N0200     | G15050       | 177004124600 |
| WEST CAMERON 033 #N003 (EC2)  | WC033N0300     | G15050       | 177004125400 |
| WEST CAMERON 033 #N004 (EC2)  | WC033N0400     | G15050       | 177004125500 |
| WEST CAMERON 033 #O001        | WC033O0100     | G15050       | 177004126500 |
| WEST CAMERON 033 #O002        | WC033O0200     | G15050       | 177004126600 |
| WEST CAMERON 033 #O003        | WC033O0300     | G15050       | 177004126800 |
| WEST CAMERON 033 #O004        | WC033O0400     | G15050       | 177004126900 |
| WEST CAMERON 035 #A014        | WC035A1400     | G02819       | 177004017000 |
| WEST CAMERON 035 #B005        | WC035B0500     | G02819       | 177004018600 |
| WEST CAMERON 035 #B013        | WC035B1300     | G02819       | 177004024300 |
| WEST CAMERON 035 #C003        | WC035C0300     | G02819       | 177004037600 |
| WEST CAMERON 035 #C004        | WC035C0401     | G02819       | 177004038701 |
| WEST CAMERON 035 #D005        | WC035D0500     | G01860       | 177004039101 |
| WEST CAMERON 065 #008         | WC06500801     | G02825       | 177004103701 |
| WEST CAMERON 065 #009         | WC06500900     | G02825       | 177004105500 |
| WEST CAMERON 065 #B018        | WC065B1800     | G02825       | 177004098900 |
| WEST CAMERON 065 #B019        | WC065B1901     | G02825       | 177004099501 |
| WEST CAMERON 065 #B020 ST2    | WC065B2001     | G02825       | 177004099701 |
| WEST CAMERON 065 #E007        | WC065E0700     | G02825       | 177004129600 |

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| WEST CAMERON 065 #JA001       | WC065JA100     | G02825       | 177004023300 |
| WEST CAMERON 065 #JA002       | WC065JA200     | G02825       | 177004024600 |
| WEST CAMERON 065 #JA003       | WC065JA300     | G02825       | 177004040400 |
| WEST CAMERON 065 #JA004       | WC065JA400     | G02825       | 177004041500 |
| WEST CAMERON 065 #JA005       | WC065JA500     | G02825       | 177004075400 |
| WEST CAMERON 066 #A001        | WC066A0100     | G01860       | 177004011300 |
| WEST CAMERON 066 #A002        | WC066A0200     | G01860       | 177004011800 |
| WEST CAMERON 066 #A003        | WC066A0300     | G01860       | 177004012400 |
| WEST CAMERON 066 #A004        | WC066A0400     | G01860       | 177004012600 |
| WEST CAMERON 066 #A005        | WC066A0500     | G01860       | 177004012800 |
| WEST CAMERON 066 #A006        | WC066A0600     | G01860       | 177004013200 |
| WEST CAMERON 066 #A007 (WC35) | WC035A0700     | G01860       | 177004013500 |
| WEST CAMERON 066 #A008        | WC066A0800     | G01860       | 177004014100 |
| WEST CAMERON 066 #A009        | WC066A0900     | G01860       | 177004014500 |
| WEST CAMERON 066 #A010        | WC066A1000     | G01860       | 177004014700 |
| WEST CAMERON 066 #A011        | WC066A1100     | G01860       | 177004014900 |
| WEST CAMERON 066 #A012 (WC35) | WC035A1200     | G01860       | 177004015700 |
| WEST CAMERON 066 #A015        | WC066A1500     | G01860       | 177004096100 |
| WEST CAMERON 066 #A016        | WC066A1601     | G01860       | 177004096601 |
| WEST CAMERON 066 #A017        | WC066A1700     | G02826       | 177004100600 |
| WEST CAMERON 066 #B002        | WC066B0200     | G02826       | 177004017600 |
| WEST CAMERON 066 #B003        | WC066B0300     | G02826       | 177004017800 |
| WEST CAMERON 066 #B004        | WC066B0400     | G02826       | 177004018300 |
| WEST CAMERON 066 #B006        | WC066B0600     | G02826       | 177004019100 |
| WEST CAMERON 066 #B007        | WC066B0700     | G02826       | 177004019600 |
| WEST CAMERON 066 #B008D       | WC066B08D0     | G02826       | 177004020400 |
| WEST CAMERON 066 #B009        | WC066B0900     | G02826       | 177004020801 |
| WEST CAMERON 066 #B010        | WC066B1000     | G02826       | 177004021400 |
| WEST CAMERON 066 #B012        | WC066B1200     | G02826       | 177004023000 |
| WEST CAMERON 066 #B014        | WC066B1401     | G02826       | 177004022001 |
| WEST CAMERON 066 #B015        | WC066B1500     | G02826       | 177004087600 |
| WEST CAMERON 066 #B016        | WC066B1601     | G02826       | 177004097101 |
| WEST CAMERON 066 #B017        | WC066B1700     | G02826       | 177004098700 |
| WEST CAMERON 066 #C001        | WC066C0102     | G01860       | 177004010502 |
| WEST CAMERON 066 #C002 ST3    | WC066C0203     | G01860       | 177004036603 |
| WEST CAMERON 066 #C005 ST2    | WC066C0502     | G01860       | 177004098302 |
| WEST CAMERON 066 #D007        | WC066D0702     | G01860       | 177004042902 |
| WEST CAMERON 066 #E001        | WC066E0100     | G02826       | 177004034700 |
| WEST CAMERON 066 #E002        | WC066E0200     | G02826       | 177004043400 |
| WEST CAMERON 066 #E003        | WC066E0300     | G02826       | 177004047900 |
| WEST CAMERON 066 #E004        | WC066E0400     | G02826       | 177004051500 |
| WEST CAMERON 066 #E006        | WC066E0600     | G02826       | 177004087900 |
| WEST CAMERON 071 #018         | WC07101800     | 00244        | 177004029400 |
| WEST CAMERON 071 #023         | WC07102300     | 00244        | 177004040500 |
| WEST CAMERON 071 #026         | WC07102600     | 00244        | 177004067600 |
| WEST CAMERON 071 #027         | WC07102700     | 00244        | 177004069700 |

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| WEST CAMERON 071 #028     | WC07102800     | 00244        | 177004071000 |
| WEST CAMERON 071 #031     | WC07103100     | 00244        | 177004118900 |
| WEST CAMERON 071 #D001    | WC071D0100     | 00244        | 177002000100 |
| WEST CAMERON 071 #D003    | WC071D0300     | 00244        | 177002004800 |
| WEST CAMERON 071 #D005    | WC071D0501     | 00244        | 177002004101 |
| WEST CAMERON 071 #D006    | WC071D0600     | 00244        | 177002006900 |
| WEST CAMERON 071 #D009    | WC071D0900     | 00244        | 177002008000 |
| WEST CAMERON 071 #F001    | WC071F0100     | 00244        | 177004102400 |
| WEST CAMERON 071 #F002    | WC071F0200     | 00244        | 177004102600 |
| WEST CAMERON 072 #001     | WC07200100     | G23735       | 177004114900 |
| WEST CAMERON 072 #002     | WC07200200     | G23735       | 177004119400 |
| WEST CAMERON 072 #003     | WC07200301     | G23735       | 177004125001 |
| WEST CAMERON 102 #002     | WC10200200     | 00247        | 177002009300 |
| WEST CAMERON 102 #005     | WC10200500     | 00247        | 177004006800 |
| WEST CAMERON 102 #007     | WC10200700     | 00247        | 177004008600 |
| WEST CAMERON 102 #008     | WC10200800     | 00247        | 177004009400 |
| WEST CAMERON 102 #022     | WC10202200     | 00247        | 177004064300 |
| WEST CAMERON 102 #024     | WC10202400     | 00247        | 177004062500 |
| WEST CAMERON 102 #H001    | WC102H0100     | 00247        | 177004103400 |
| WEST CAMERON 102 #H002    | WC102H0202     | 00247        | 177004104402 |
| WEST CAMERON 110 #006     | WC11000600     | 00081        | 177002002700 |
| WEST CAMERON 110 #007     | WC11000700     | 00081        | 177002003000 |
| WEST CAMERON 110 #010 ST1 | WC11001001     | 00081        | 177004025001 |
| WEST CAMERON 110 #011     | WC11001100     | 00081        | 177004083400 |
| WEST CAMERON 110 #012 ST2 | WC11001202     | 00081        | 177004086302 |
| WEST CAMERON 110 #014 ST2 | WC11001402     | 00081        | 177004090002 |
| WEST CAMERON 110 #015 ST1 | WC11001501     | 00081        | 177004106501 |
| WEST CAMERON 110 #018 ST2 | WC11001802     | 00081        | 177004127002 |
| WEST CAMERON 110 #019 ST1 | WC11001901     | 00081        | 177004127801 |
| WEST CAMERON 110 #05A     | WC1105AD64     | 00081        | 177002002200 |
| WEST CAMERON 110 #A001    | WC110A0100     | 00081        | 177000013100 |
| WEST CAMERON 110 #A002C   | WC110A02C0     | 00081        | 177000013200 |
| WEST CAMERON 110 #A003    | WC110A0300     | 00081        | 177000013300 |
| WEST CAMERON 110 #A004    | WC110A0400     | 00081        | 177000013400 |
| WEST CAMERON 110 #A005    | WC110A0500     | 00081        | 177000038900 |
| WEST CAMERON 110 #A006    | WC110A0600     | 00081        | 177002004000 |
| WEST CAMERON 110 #C001    | WC110C0100     | 00081        | 177004112500 |
| WEST CAMERON 110 #F001    | WC110F0100     | 00081        | 177004107300 |
| WEST CAMERON 110 #F002    | WC110F0200     | 00081        | 177004119300 |
| WEST CAMERON 290 #002     | WC29002        | G04818       | 177014018400 |
| WEST CAMERON 290 #A001    | WC290A0100     | G04818       | 177014020700 |
| WEST CAMERON 290 #A002    | WC290A0200     | G04818       | 177014024200 |
| WEST CAMERON 290 #A003    | WC290A0300     | G04818       | 177014029100 |
| WEST CAMERON 295 #A001    | WC295A0101     | G24730       | 177014037501 |
| WEST CAMERON 295 #A002    | WC295A0201     | G24730       | 177014039001 |
| WEST CAMERON 67 #D1       | WC067D0100     | G03256       | 177004031600 |



| Asset Name                 | FWE Acct. Code | Lease Number | API          |
|----------------------------|----------------|--------------|--------------|
| WEST CAMERON 67 #D10       | -              | G03256       | 177004098501 |
| WEST CAMERON 67 #D6        | -              | G03256       | 177004040700 |
| WEST CAMERON 67 #D9        | WC067D0900     | G03256       | 177004078600 |
| WEST DELTA 053 #001        | WD05300100     | 17935        | 170752037400 |
| WEST DELTA 068 #U001       | WD068U0100     | 00180        | 177190136200 |
| WEST DELTA 068 #U004       | WD068U0400     | 00180        | 177192007000 |
| WEST DELTA 068 #U005 ST2   | WD068U0502     | 00180        | 177192007502 |
| WEST DELTA 068 #U006       | WD068U0600     | 00180        | 177192008600 |
| WEST DELTA 068 #U009       | WD068U0900     | 00180        | 177192011401 |
| WEST DELTA 068 #U011       | WD068U11       | 00180        | 177192013603 |
| WEST DELTA 068 #U013 ST2   | WD068U1302     | 00180        | 177194065102 |
| WEST DELTA 068 #U014       | WD068U1400     | 00180        | 177194065300 |
| WEST DELTA 069 #D007 ST2   | WD069D0702     | 00181        | 177190063802 |
| WEST DELTA 070 #D001D      | WD070D0100     | 00182        | 177190063300 |
| WEST DELTA 070 #D005       | WD070D0500     | 00182        | 177190063600 |
| WEST DELTA 070 #D008       | WD070D0800     | 00182        | 177190063900 |
| WEST DELTA 070 #D009       | WD070D0900     | 00182        | 177190064000 |
| WEST DELTA 070 #D010       | WD070D1000     | 00182        | 177190066700 |
| WEST DELTA 070 #D011       | WD070D1100     | 00182        | 177194036800 |
| WEST DELTA 070 #D012       | WD070D1200     | 00182        | 177194037200 |
| WEST DELTA 070 #D013       | WD070D1300     | 00182        | 177194057000 |
| WEST DELTA 070 #D014       | WD070D1400     | 00182        | 177194057200 |
| WEST DELTA 070 #E001 ST1   | WD070E0101     | 00182        | 177190108201 |
| WEST DELTA 070 #E002       | WD070E0200     | 00182        | 177190067800 |
| WEST DELTA 070 #E003       | WD070E0300     | 00182        | 177190066500 |
| WEST DELTA 070 #FF001      | WD070FF100     | 00182        | 177194084200 |
| WEST DELTA 070 #FF002      | WD070FF200     | 00182        | 177194084300 |
| WEST DELTA 070 #FF003      | WD070FF300     | 00182        | 177194084400 |
| WEST DELTA 070 #I003 ST1   | WD070I0301     | 00182        | 177190091301 |
| WEST DELTA 070 #I004       | WD070I0400     | 00182        | 177190091500 |
| WEST DELTA 070 #I005 ST1   | WD070I0501     | 00182        | 177190095001 |
| WEST DELTA 070 #I006 ST    | WD070I0601     | 00182        | 177190095101 |
| WEST DELTA 070 #I008 ST1   | WD070I0801     | 00182        | 177190102101 |
| WEST DELTA 070 #I010 ST1   | WD070I1001     | 00182        | 177190105701 |
| WEST DELTA 070 #I012 STBP2 | WD070I1202     | 00182        | 177194010702 |
| WEST DELTA 070 #I013       | WD070I1300     | 00182        | 177194038400 |
| WEST DELTA 070 #I014       | WD070I1400     | 00182        | 177194061100 |
| WEST DELTA 070 #I015       | WD070I1500     | 00182        | 177194061300 |
| WEST DELTA 070 #I016 ST    | WD070I1601     | 00182        | 177194064201 |
| WEST DELTA 070 #I017       | WD070I1700     | 00182        | 177194064600 |
| WEST DELTA 070 #L003       | WD070L0300     | 00182        | 177190113800 |
| WEST DELTA 070 #L004       | WD070L0400     | 00182        | 177190115100 |
| WEST DELTA 070 #L005       | WD070L0500     | 00182        | 177190115500 |
| WEST DELTA 070 #L006       | WD070L0600     | 00182        | 177190115000 |
| WEST DELTA 070 #L010       | WD070L1000     | 00182        | 177190119500 |
| WEST DELTA 070 #L011       | WD070L1100     | 00182        | 177190121400 |



| Asset Name                  | FWE Acct. Code | Lease Number | API          |
|-----------------------------|----------------|--------------|--------------|
| WEST DELTA 071 #E006        | WD071E0600     | 00838        | 177190073200 |
| WEST DELTA 071 #E007 ST1    | WD071E0701     | 00838        | 177190095601 |
| WEST DELTA 071 #E009 ST1    | WD071E0901     | 00838        | 177190091701 |
| WEST DELTA 071 #E010        | WD071E1000     | 00838        | 177190095700 |
| WEST DELTA 071 #O001 ST2    | WD071O0102     | 00838        | 177190118502 |
| WEST DELTA 071 #O003        | WD071O0300     | 00838        | 177190121500 |
| WEST DELTA 071 #O004 ST1    | WD071O0401     | 00838        | 177190124301 |
| WEST DELTA 071 #O005        | WD071O0501     | 00838        | 177190125001 |
| WEST DELTA 071 #O006        | WD071O0601     | 00838        | 177190127101 |
| WEST DELTA 071 #O007        | WD071O0702     | 00838        | 177190129602 |
| WEST DELTA 071 #O009        | WD071O0900     | 00838        | 177190133600 |
| WEST DELTA 071 #O010        | WD071O1000     | 00838        | 177194002500 |
| WEST DELTA 071 #O013        | WD071O1303     | 00838        | 177192001102 |
| WEST DELTA 075 #A004B       | WD075A04B0     | G01085       | 177190074300 |
| WEST DELTA 075 #A010D       | WD075A10D0     | G01085       | 177190082700 |
| WEST DELTA 075 #A015        | WD075A1500     | G01085       | 177194030300 |
| WEST DELTA 075 #B002        | WD075B0201     | G01085       | 177190131301 |
| WEST DELTA 075 #B009        | WD075B0900     | G01085       | 177190136800 |
| WEST DELTA 075 #B017 ST     | WD075B1701     | G01085       | 177194019501 |
| WEST DELTA 075 #B024        | WD075B2400     | G01085       | 177194045700 |
| WEST DELTA 075 #B026 ST     | WD075B2601     | G01085       | 177194046601 |
| WEST DELTA 075 #F002 ST2    | WD075F0200     | G01085       | 177194042800 |
| WEST DELTA 075 #G002        | WD075G0200     | G01085       | 177194056600 |
| WEST DELTA 090 #A001        | WD090A0100     | G01089       | 177190061600 |
| WEST DELTA 090 #A005        | WD090A0500     | G01089       | 177190128700 |
| WEST DELTA 090 #A009D       | WD090A09D0     | G01089       | 177190077300 |
| WEST DELTA 090 #B004 ST1    | WD090B0401     | G01089       | 177190132101 |
| WEST DELTA 090 #B011 ST     | WD090B1101     | G01089       | 177192000801 |
| WEST DELTA 090 #B018        | WD090B1800     | G01089       | 177194040400 |
| WEST DELTA 090 #B020        | WD090B2001     | G01089       | 177190135901 |
| WEST DELTA 090 #B021        | WD090B2100     | G01089       | 177194041500 |
| WEST DELTA 090 #B027        | WD090B2700     | G01089       | 177194046700 |
| WEST DELTA 090 #F004        | WD090F0400     | G01089       | 177194057700 |
| WEST DELTA 090 #F005 ST2    | WD090F0502     | G01089       | 177194057902 |
| WEST DELTA 090 #F006        | WD090F0600     | G01089       | 177194058601 |
| WEST DELTA 094 #V001        | WD094V0100     | 00839        | 177192005700 |
| WEST DELTA 094 #V002        | WD094V0200     | 00839        | 177192011600 |
| WEST DELTA 094 #V003        | WD094V0300     | 00839        | 177192014900 |
| WEST DELTA 094 #V004        | WD094V0400     | 00839        | 177192015500 |
| WEST DELTA 094 #V014        | WD094V1400     | 00839        | 177194039000 |
| WEST DELTA 094 #V015        | WD094V1500     | 00839        | 177194064000 |
| WEST DELTA 094 #V016        | WD094V1602     | 00839        | 177194063902 |
| WEST DELTA 095 #S005 ST1BP1 | WD095S0502     | G01497       | 177190126202 |
| WEST DELTA 095 #S006        | WD095S0600     | G01497       | 177190135400 |
| WEST DELTA 095 #S008        | WD095S0800     | G01497       | 177190127700 |
| WEST DELTA 095 #S010 ST1    | WD095S1001     | G01497       | 177192000101 |